



**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

Title - Sujet Miscellaneous spare parts	
Solicitation No. - N° de l'invitation W8486-184844/A	Date 2018-03-04
Client Reference No. - N° de référence du client W8486-184844	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-371-74534	
File No. - N° de dossier hp371.W8486-184844	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-04-16	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Modérie, Christine	Buyer Id - Id de l'acheteur hp371
Telephone No. - N° de téléphone (873) 469-3327 ()	FAX No. - N° de FAX (819) 953-2953
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

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

Vehicles & Industrial Products Division
11 Laurier St./11, rue Laurier
7A2, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

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 Requirement

The requirement is detailed in Annex “A” – Requirement Detail.

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

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-European Union Comprehensive Economic and Trade Agreement (CETA) and 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>) 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.

The 2003 standard instructions is amended as follows:

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

Delete: sixty (60) days

Insert: ninety (90) days

- Section 5, entitled Submission of bids, is amended as follows:
 - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
 - subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
 - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
- Section 6, entitled Late bids, is deleted entirely and replaced with the following:

- "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
- Section 07, entitled Delayed bids, is amended as follows:
 - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
- Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:

"Transmission by facsimile or by epost Connect"

 1. Facsimile
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
 - b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
 - i. receipt of garbled or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
 - c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.

2. ePost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca. The solicitation number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- i. receipt of a garbled or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

2.1.1 SACC Manual Clauses

B1000T	Condition of Material - Bid	2014-06-26
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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.

Bids solicitation responses will not be accepted by facsimile.

2.3 Electronic version of Annex "B" Pricing

An Electronic Excel Spreadsheet will be provided under a separate cover, and is designed to accept your proposed prices and other pertinent information.

To request a copy of the excel spreadsheet, please email christine.moderie@pwgsc.gc.ca and the electronic copy will be provided.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient

detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5 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

Bidders must provide with their bid a completed Annex “B” – Pricing. **Annex “B”** must be provided in both **hard copy and an electronic copy in EXCEL** on **CD-ROM, DVD or USB key**.

Due to the nature of the bid solicitation, bids transmitted by epost Connect service and by facsimile will not be accepted.

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.

Hard Copy of 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 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 and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a designates the brand name and model and/or part number and NSCM/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, a sample of the product offered), 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 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, 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.

Section II: Financial Bid

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

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

The Bidder must submit firm unit prices in "Line Item Detail". Prices should not be indicated in any other section of the bid.

Pricing - Multi-Item Bid Solicitation

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

The Bidder must submit firm unit prices in "Annex B" - Price.

Prices should not be indicated in any other section of the bid.

Pricing - Multi-Item Bid Solicitation

Bidders do not have to quote a price for all items identified in the bid solicitation.

3.1.3 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

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

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.4 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:

3.1.5 Delivery Date

While delivery is requested by **22 August 2018**, the best delivery that could be offered is:

Delivery should be completed in “Annex B” - Price.

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 and Substitute Products

Bidders proposing an Equivalent 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

4.1.2.1.1 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.

4.1.2.1.2 Financial bids must not contain conditional pricing.

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 evaluated price on an Item by Item 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. Unless specified otherwise, 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 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 (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

5.2.3 Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.2.3.1 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

5.2.3.2 Substitute and Equivalent 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, Substitute Products.

Bidder's authorized representative Signature

Date

PART 6 RESULTING CONTRACT CLAUSES

6.1 Security Requirement

There is no security requirement applicable to this contract.

6.2 Requirement

The Contractor must provide the items detailed at “Annex A” - Requirement Detail and Price

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

-2010A (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

The Contractor must make the delivery as follows: (inserted at contract award)

6.5. Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Christine Modérie
Title: Supply Specialist
Organization: Public Works and Government Services Canada - Acquisitions Branch
LEFT Directorate, HP Division,
7A2, Place du Portage, Phase III
11 Laurier Street
Gatineau Quebec K1A 0S5
Telephone: 873 469-3327 / Fax: 819 953-2953
E-mail: christine.moderie@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: (inserted at contract award)

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 Technical Authority

The Technical Authority for the Contract is: (inserted at contract award)

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

6.5.4 Contractor's Representative

Name and telephone number of the person responsible for:

To be completed by the bidder

General enquiries

Name: _____

Title: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail: _____

Delivery follow-up

Name: _____

Title: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____

6.6 Payment

6.6.1 Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in "Line Item Detail".

All firm unit prices in Canadian dollars must be Delivery Duty Paid (DDP) at destination, Incoterms 2000, including Canadian Custom Duties and Excise taxes where applicable, and applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

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

6.6.2 Electronic Payment of Invoices – Contract (if applicable)

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.6.3 SACC Manual Clauses

C2000C	Taxes - Foreign-based Contractor	2007-11-30
H1001C	Multiple Payments	2008-05-12

C3015C Exchange rate fluctuation adjustment 2017-08-17 (if applicable)

6.7 Invoicing Instructions

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.

Invoices must be distributed as follows:

- (a) One (1) copy must be forwarded to the consignee for certification and payment;
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) One (1) copy must be forwarded to the following address:

Department of National Defence
National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: (inserted at contract award)

6.8. Certifications

6.8.1 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.

6.9 Applicable Laws

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 wordings 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) Annex "B"- Price;
- (d) the Contractor's bid dated _____

6.11 SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
B4042C	Identification Markings	2008-05-12
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2017-08-17
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2017-08-17
D3010C	Delivery of Dangerous Goods / Hazardous Products Item 45	2016-01-28
D3015C	Dangerous Goods / Hazardous Products - Labelling and Packaging Compliance Item 45	2014-09-25
D5510C	Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor	2017-08-17
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D5604C	Release Documents (DND) - Foreign-based Contractor	2008-12-12
D5605C	Release Documents - US based Contractors	2010-01-11
D5606C	Release Documents - Canadian-based Contractors	2012-07-16
D6009C	Shipping Instructions - Delivery and Destination Schedules Unknown	2013-04-25
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2016-01-28

6.12 Preparation for Delivery - Canadian-based Contractor

1. Preservation and packaging for **items 2, 40, 41, 42, 45, 62 and 63** must be in accordance with the Canadian Forces packaging specification D-LM-008-001/SF-001, and must be marked to D-LM-008-002/SF-001. Form Level B "PKG DATA FORM REQD" must be in accordance with D-LM-008-011/SF-001.

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

and

6.12 Preparation for Delivery - Canadian Forces Packaging Specifications

The Contractor must prepare **item 10** for delivery in accordance with the latest issue of the Canadian Forces packaging specifications:

- (a) D-LM-008-026/SF-001, Preformed Packing, Gaskets or Seals (rubber natural/synthetic, cork, asbestos or leather) **Items 18, 19, 21, 31, 33, 34, 49 and 59;**
- (b) D-LM-008-030/SF-001, Hose, Rubber, Plastic, Fabric or Metal (including tubing) and Fittings, Nozzles and Strainers **Items 5, 20, 22, and 57;** and
- (e) D-LM-008-035/SF-001, Electrostatic Discharge Protective Packaging - Electronic Parts, Assemblies and Equipment **Item10;**

and

6.12 Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare item numbers **1, 3, 4, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 23, 24, 25, 26, 27, 28, 29, 30, 32, 35, 36, 37, 38, 39, 43, 44, 46, 47, 48, 50, 51, 53, 53, 54, 55, 56, 58, 60, and 61** 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.

or

6.12 Preparation for Delivery - United States-based Contractor

1. Preservation and packaging for all items must be in accordance with the current issue of United States (U.S.) Department of Defense Military Standard MIL-STD-2073 and must be marked to MIL-STD-129.
2. Packaging data forms previously approved by U.S. authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

6.13 Condition of Material - Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

6.14 Shipping Instructions - DDP Destination

Goods must be consigned and delivered to the destination specified in the contract:
Incoterms 2000 "DDP Delivered Duty Paid" **Montreal, Que. and Edmonton, AB.**

Annex "A" –Requirement Detail

Item	NSN	Item Description	P/N	NSCM	25 CF SD	7 CF SD	TOTAL Qty
1	4420-01-6662513	COOLING COIL, AIR, DUCT TYPE	RD-2-4957-0	62534	3	2	5
2	4130-01-6661375	COMPRESSOR, REFRIGERATION	RD-3-16000-0	62534	15	5	20
3	4140-01-6661371	BLOWER - AIR BARRIER	RD-5-13620-0	62534	15	5	20
4	4130-01-6661374	FILTER ELEMENT, AIR CONDITIONING	RD-5-12011-0	62534	400	150	550
5	4720-20-A0S108 6	TUBE ASSY TXV TO BULKHEAD HVAC	RD-5-13580-0	62534	7	3	10
6	4730-01-6678114	CHARGE FITTING	RD-5-9218-0	62534	7	3	10
7	5340-01-6678381	CAP PROTECTIVE DUST AND MOISTURE SEAL	RD-5-7523-0	62534	15	5	20
8	5910-01-6669577	CAPACITOR, FIXED, ELECTROLYTIC	RD-5-13618-0	62534	7	3	10
9	5935-01-6669570	SWITCH - PRESSURE	RD-5-9577-0	62534	15	5	20
10	5998-01-6658147	CIRCUIT CARD ASSEMBLY	RD-6-5742-0	62534	7	3	10
11	5930-01-6678113	SWITCH, THERMOSTATIC	RD-5-13621-0	62534	10	5	15
12	5340-20-	CAP PROTECTIVE DUST AND	C108D-04	L2315	35	15	50

Annex "A" –Requirement Detail

Item	NSN	Item Description	P/N	NSCM	25 CF SD	7 CF SD	TOTAL Qty
	0106729	MOISTURE SEAL					
13	5910-01-6666118	CAPACITOR - FIXED, METALLIZED, PAPER-PLASTIC	RD-5-12053-0	62534	22	8	30
14	5910-01-6666114	CAPACITOR - FIXED, ELECTROLYTIC	RD-5-13619-0	62534	22	8	30
15	5915-01-6666105	FILTER - EMI POWER LINE 20A	RD-5-13672-0	62534	15	5	20
16	5945-01-6666121	RELAY - POTENTIAL 336 VAC	RD-5-13642-0	62534	7	3	10
17	4330-01-3749147	FILTER ELEMENT FLUID	R12T	55752 or Z7Q35	70	30	100
			3583	0HYJ6			
			6.667-230.0	D0356			
			33583	79396			
18	5330-12-1577529	PACKING PREFORMED	208542110002	D8435 or D3020	70	30	100
			150475 or 150075000	F1425			
			81987010029	D3273			

Annex "A" –Requirement Detail

Item	NSN	Item Description	P/N	NSCM	25 CF SD	7 CF SD	TOTAL Qty
19	5330-12-3347146	GASKET	251731010004	D8435 or D3020	35	15	50
			81966010575	D3273			
20	4730-20-0106106	COUPLING HALF,QUICK DISCONNECT	BH2-60Y	L2561	22	8	30
			114238	2C081			
21	5330-12-3253622	GASKET	251244890101 or 251244890101/AS BESTFREI; 251244890101	D8435; D3020	15	5	20
			184419301	D9913			
			81966010176	D3273			
			4358357198	D8046			
22	4730-20-0106112	COUPLING HALF,QUICK DISCONNECT	114237	2C081	22	8	30
23	5340-12-1634244	CLAMP LOOP	251244890001; 25.1244.89.0001; 25 1244 89 00 01	D3020 or U5803 or U3361 or D3020; 38453;	15	5	20

Annex "A" –Requirement Detail

Item	NSN	Item Description	P/N	NSCM	25 CF SD	7 CF SD	TOTAL Qty
				D8435; D3020			
			C 6792 112; C6792112	C2463 or S3092; S3092 or C2463			
			81.97445-0057 or 81974450057	D3273			
			SP4126.063/15 or SP4126.63/15SKZ or SP4126-63- 15SKZor SP4126- 063-15 or 1414126063	D8773			
			ESP251244890001 0Z	09FB4 or 1C645			
			4250937204804	D4890			

Annex "A" –Requirement Detail

Item	NSN	Item Description	P/N	NSCM	25 CF SD	7 CF SD	TOTAL Qty
			D8435-25-1244-89-00-01	D8435			
			AS60825	K0030			
			E 184416801 or 184416801	D9913			
			4358357191	D8046			
			12300467	19207			
24	2540-12-3461914	GEHAEUSE SCHALTKAS	251728010004	D8435 or D3020	15	5	20
25	2540-12-3461916	LUEFTER FAHRZEUGHE	251728201500	D8435 or D3020	15	5	20
26	2540-12-3461970	HAUBE LUFTEIN-UND	251728010002	D8435 or D3020	7	3	10
27	2540-12-3461971	HAUBE LUFTEIN-UND	251728011000	D8435 or D3020	7	3	10
28	3010-12-3463282	MITNEHMER KUPPLUNG	251728150500	D8435 or D3020	7	3	10
29	4530-12-3462939	BURNER OIL ROTARY HORIZONTAL	251728150000	D8435 or D3020	3	2	5
30	4530-12-	BURNER OIL	251728150100	D8435	3	2	5

Annex "A" –Requirement Detail

Item	NSN	Item Description	P/N	NSCM	25 CF SD	7 CF SD	TOTAL Qty
	3462940	ROTARY HORIZONTAL		or D3020			
31	5331-01-1830991	O-RING	M83461/1-223	0U583	350	150	500
32	5325-12-3462041	GROMMET NONMETALLIC	251766010010	D8435 or D3020	35	15	50
33	5330-12-3347147	GASKET	251731010007	D8435 or D3020	7	3	10
			81.96601-0577	D3273			
34	5330-12-3347148	GASKET	251731010005	D8435 or D3020	7	3	10
			81.96601-0576	D3273			
35	5340-12-3462422	CLIP SPRING TENSION	251728010007	D8435 or D3020	70	30	100
36	5340-12-3462423	CLIP SPRING TENSION	251728010010	D8435 or D3020	70	30	100
37	5970-12-3462160	INSULATOR BUSHING	201714010002	D8435 or D3020	7	3	10
38	6150-12-3461915	LEAD ASSEMBLY ELECTRICAL	25 1728 01 03 00	D8435	7	3	10

Annex "A" –Requirement Detail

Item	NSN	Item Description	P/N	NSCM	25 CF SD	7 CF SD	TOTAL Qty
			251728010300	D3020			
39	5340-12-3510952	COVER ACCESS	251728010012	D8435 or D3020	7	3	10
40	4460-01-5998418	COMPRESSED AIR PURIFICATION SYSTEM	BB15-C0	42905	3	2	5
41	3438-01-6001046	EXTRACTOR FUME WELD	K652-2	36232	3	2	5
42	4310-01-6081035	FUME EXTRACTOR PORT	73-200G	96658	3	2	5
43	2910-01-4770840	FILTER FLUID	98-19535	30554	140	60	200
			120AT	55752			
44	5315-01-6238985	PIN QUICK RELEASE	94975A470	39428	35	15	50
45	6140-01-6242917	BATTERY STORAGE	PS-12140	0WJ05	15	5	20
46	5330-01-6242920	RUBBER SHEET SOLID CLOTH INSERT	6612(78)(4-1).010	07804	15	5	20
47	4460-01-6084464	FILTER AIR ELECTROSTATIC	70000-11080	1Q0C4	35	15	50
48	2910-01-5906256	FILTER BODY FLUID	245M-0NAN-01	44940	15	5	20

Annex "A" –Requirement Detail

Item	NSN	Item Description	P/N	NSCM	25 CF SD	7 CF SD	TOTAL Qty
			245R10	55752			
			0149-2784	44940			
49	5330-12-3462355	GASKET	25172906001	D8435 or D3020	15	5	20
			559000330262	0184N			
			FEP-1407-SC/038	KC3S3			
			25 1729 06 00 01	U3361			
50	2540-20-0097851	COMBUSTION CHAMBER COVER	25.1729.06.0006	38453	15	5	20
51	2815-01-6138038	NOZZLE ASSEMBLY,LUBRICATING,DIESEL ENGINE	16419-5390-5	1Q0C4	35	15	50
52	2815-01-6217066	OIL PAN	19077-01504	0XWR 1	3	2	5
53	2910-01-5956561	FILTER ELEMENT,FLUID	R25T	55752	75	25	100
			33771	79396			
			A045Z954	44940			
54	3030-01-20-0108003	BELT,V	1G354-97011	SV457	120	40	160

Annex "A" –Requirement Detail

Item	NSN	Item Description	P/N	NSCM	25 CF SD	7 CF SD	TOTAL Qty
55	4320-01-20-6078776	SEAL ASSEMBLY,SHAFT, SPRING LOADED	16661-7305-0	1Q0C4	60	20	80
56	2930-01-6688516	SURGE TANK	G5006970	1HM18	2	1	3
57	4720-01-6224041	HOSE,NONMETALLI C	1A021-7334-0	SV457 or 0XWR 1	7	3	10
58	5306-01-6085185	BOLT,SHOULDER	17333-91013	1Q0C4 or 0XWR 1	75	25	100
59	5331-01-6134309	O-RING	04814-0631-0	1Q0C4	75	25	100
60	5365-99-9891374	BUSHING,SLEEVE	1A021-5660-2	S4532 or K5F98 or K5609	60	20	80
			CV192525	KCQ24			
			1A021-5660-2	S4532			
61	5945-20-0107947	SOLENOID,ELECTRI CAL	1E348-6001-0	SV457	15	5	20
62	7310-01-5029455	MBU POWER CONVERTER	MS0160	3AD06	15	5	20

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File No. - N° du dossier
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Buyer ID - Id de l'acheteur
hp371
CCC No./N° CCC - FMS No./N° VME

Annex "A" –Requirement Detail

Item	NSN	Item Description	P/N	NSCM	25 CF SD	7 CF SD	TOTAL Qty
			ML-PRF-44485	81349			
63	7310-01-5079310	MODERN BURNER UNIT	MS0003	3AD06	15	5	20
			PD MBU-001	81349			

Annex "B" - Price

Item	Item Description	25 CF SD	7 CF SD	TOTAL Qty	NSCM Offered	P/N offered	Delivery wks ARO	Unit Price Offered
1	COOLING COIL, AIR, DUCT TYPE	3	2	5				
2	COMPRESSOR, REFRIGERATION	15	5	20				
3	BLOWER - AIR BARRIER	15	5	20				
4	FILTER ELEMENT, AIR CONDITIONING	400	150	550				
5	TUBE ASSY TXV TO BULKHEAD HVAC	7	3	10				
6	CHARGE FITTING	7	3	10				
7	CAP PROTECTIVE DUST AND MOISTURE SEAL	15	5	20				
8	CAPACITOR, FIXED, ELECTROLYTIC	7	3	10				
9	SWITCH - PRESSURE	15	5	20				
10	CIRCUIT CARD ASSEMBLY	7	3	10				
11	SWITCH, THERMOSTATIC	10	5	15				
12	CAP PROTECTIVE DUST AND MOISTURE SEAL	35	15	50				
13	CAPACITOR - FIXED, METALLIZED, PAPER-PLASTIC	22	8	30				
14	CAPACITOR - FIXED, ELECTROLTIC	22	8	30				

Annex "B" - Price

Item	Description	25	7	TOTAL	NSCM	P/N offered	Delivery	Unit Price
m		CF	CF	Qty	Offered		wks	Offered
		SD	SD				AR	
							O	
15	FILTER - EMI POWER LINE 20A	15	5	20				
16	RELAY - POTENTIAL 336 VAC	7	3	10				
17	FILTER ELEMENT FLUID	70	30	100				
18	PACKING PREFORMED	70	30	100				
19	GASKET	35	15	50				
20	COUPLING HALF,QUICK DISCONNECT	22	8	30				
21	GASKET	15	5	20				
22	COUPLING HALF,QUICK DISCONNECT	22	8	30				
23	CLAMP LOOP	15	5	20				
24	GEHAEUSE SCHALTKAS	15	5	20				
25	LUEFTER FAHRZEUGHE	15	5	20				
26	HAUBE LUFTEIN- UND	7	3	10				
27	HAUBE LUFTEIN- UND	7	3	10				
28	MITNEHMER KUPPLUNG	7	3	10				
29	BURNER OIL ROTARY HORIZONTAL	3	2	5				
30	BURNER OIL ROTARY HORIZONTAL	3	2	5				

Annex "B" - Price

Item	Description	25	7	TOT	NSCM	P/N offered	Deliv	Unit Price
m		CF	CF	AL	Offered		ery	Offered
		SD	SD	Qty			wks	
							AR	
							O	
31	O-RING	350	150	500				
32	GROMMET NONMETALLIC	35	15	50				
33	GASKET	7	3	10				
34	GASKET	7	3	10				
35	CLIP SPRING TENSION	70	30	100				
36	CLIP SPRING TENSION	70	30	100				
37	INSULATOR BUSHING	7	3	10				
38	LEAD ASSEMBLY ELECTRICAL	7	3	10				
39	COVER ACCESS	7	3	10				
40	COMPRESSED AIR PURIFICATION SYSTEM	3	2	5				
41	EXTRACTOR FUME WELD	3	2	5				
42	FUME EXTRACTOR PORT	3	2	5				
43	FILTER FLUID	140	60	200				
44	PIN QUICK RELEASE	35	15	50				
45	BATTERY STORAGE	15	5	20				
46	RUBBER SHEET SOLID CLOTH INSERT	15	5	20				

Annex "B" - Price

Item	Item Description	25 CF SD	7 CF SD	TOTAL Qty	NSCM Offered	P/N offered	Delivery wks ARO	Unit Price Offered
47	FILTER AIR ELECTROSTATIC	35	15	50				
48	FILTER BODY FLUID	15	5	20				
49	GASKET	15	5	20				
50	COMBUSTION CHAMBER COVER	15	5	20				
51	NOZZLE ASSEMBLY, LUBRICATING, DIESEL ENGINE	35	15	50				
52	OIL PAN	3	2	5				
53	FILTER ELEMENT,FLUID	75	25	100				
54	BELT,V	120	40	160				
55	SEAL ASSEMBLY,SHAFT,SPRING LOADED	60	20	80				
56	SURGE TANK	2	1	3				
57	HOSE,NONMETALLIC	7	3	10				
58	BOLT,SHOULDER	75	25	100				
59	O-RING	75	25	100				
60	BUSHING,SLEEVE	60	20	80				
61	SOLENOID,ELECTRICAL	15	5	20				
62	MBU POWER CONVERTER	15	5	20				

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Annex "B" - Price

Item	Item Description	25 CF SD	7 CF SD	TOT AL Qty	NSCM Offered	P/N offered	Deliver y wks AR O	Unit Price Offered
63	MODERN BURNER UNIT	15	5	20				

ANNEX “C” to
PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)