



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**

11 Laurier St. / 11, rue Laurier

Place du Portage, Phase III

Core 0B2 / Noyau 0B2

Gatineau

Québec

K1A 0S5

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Industrial Vehicles & Machinery Products Division

LEFTD - HS Division

140, O'Connor Street/

140, rue O'Connor,

East Tower, 4th Floor/

Tour Est, 4e étage

Ottawa

Ontario

K1A 0S5

Title - Sujet LEAD BALLAST BARS		
Solicitation No. - N° de l'invitation W8482-195824/B	Date 2019-09-25	
Client Reference No. - N° de référence du client W8482-195824		
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-649-77756		
File No. - N° de dossier hs649.W8482-195824	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-10-22		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Fong, Hong		Buyer Id - Id de l'acheteur hs649
Telephone No. - N° de téléphone (613) 296-1855 ()		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 are no security requirements associated with this bid solicitation.

1.2 Requirement - Bid

Department of National Defence has a requirement to purchase firm quantities of Lead Ballast Bars for the Canadian Patrol Frigates Ballast as per annual review over a three year period, in accordance with Annex A – Pricing and Design Data List (DL-28-453-000-000) dated 2008-01-18.

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 fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Canadian Content

The requirement is subject to a preference for Canadian goods and/or services.

1.5 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: ninety (90) days

2.2 Submission of Bids

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

2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws - Bid

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Design Data List (DDL) Request

To order a copy of the DDL, drawings, and specifications, bidders must contact the Contracting Authority by email and provide their full mailing address. If bidders have not received the documents at least ten (10) calendar days prior to bid closing date, bidders should communicate with the Contracting Authority.

2.6 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications, Statement of Work or Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

- Section I: Technical Bid
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

- Section I: Technical Bid (2 hard copies)
- Section II: Financial Bid (1 hard copies)
- Section III: Certifications (1 hard copies)
- Section IV: Additional Information (1 hard copies)

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

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<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 SACC Manual Clauses

SACC Reference	Title	Date
B4024T	No Substitute Products	2018-12-30
B1000T	Condition of Material	2014-06-26

3.1.2 Samples

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within fourteen (14) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

3.1.3 Pre-Production Sample

After contract award, the successful Bidder will be required to provide one (1) pre-production sample for lead bars to the Technical Authority for acceptance within thirty (30) calendar days from the effective date of the contract.

Note: If the first sample(s) are rejected, the Contractor must submit the second sample(s) within **thirty (30)** calendar days of notification of rejection from the Technical Authority.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6 and Annex A – Pricing.

Bidders should complete Annex A and submit it with their bid.

3.1.4 Pricing

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

3.1.5 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.

3.1.6 SACC Manual Clauses

3.1.6.1 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, 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 <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, 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:

3.1.7 Best Delivery Date - Bid

While mandatory delivery is requested by as follows:

- Year 1 – no later than January 31, 2020 for Items 1 and 2.
- Year 2 – no later than August 31, 2020 for Items 2 and 4.
- Year 3 – no later than August 31, 2021 for Items 5 and 6; and
 - no later than February 28, 2022 for Item 7.

the best delivery that could be offered is as follows:

For delivery to Canadian Forces Base Esquimalt location – Victoria,

Item 1 – no later than _____ 2020.
(month and date)

Item 4 – no later than _____ 2020.
(month and date)

Item 5 – no later than _____ 2021.
(month and date)

For delivery to Canadian Forces Base Montreal location,

Item 2 – no later than _____ 2020.
(month and date)

Item 6 – no later than _____ 2021.
(month and date)

For delivery to Her Majesty's Canadian Dockyard location – Halifax,

Item 3 – no later than _____ 2020.
(month and date)

Item 7 – no later than _____ 2022.
(month and date)

3.1.7.1 Mandatory Delivery

Bidder must propose delivery dates that meet the mandatory delivery date found in paragraph 3.1.7. If the delivery date proposed does not meet the requirements of the bid solicitation, the bid will be declared non-responsive.

3.1.8 Supplier Contacts

Canada requests that Bidders provide the Contractor's Representative contact information in Part 6.

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.
- (c) The evaluation team will determine first if there are two (2) or more bids with a valid Canadian content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Evaluation Criteria

(a) Products Conformance Certification

Bidders must complete the Products Conformance Certification in Part 5.

- (b) Bidders must provide in the bid a certificate of analysis of the lead by a lab, to make sure it meets Note 1 of Design Data List (DL-28-453-000-000) dated 2008-01-18.

4.1.2 Financial Evaluation

Bidders must provide with their bid all financial information requested in the bid solicitation, at Annex A – Pricing, and in accordance with the Basis of Payment.

4.1.2.1 Mandatory Financial Evaluation Criteria

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

The bidders must propose firm unit price for all line items, all destinations and all years.

4.1.2.2 Evaluated Aggregate Price

All bids are evaluated in accordance with Annex A – Pricing.

Bids will be evaluated on an aggregate price basis as follows:

- (a) for each line item, the firm unit price will be multiplied by the firm quantity to determine the evaluated price per line item.
- (b) the sum of all the evaluated prices will determine the aggregate evaluated price of the bid.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest aggregate evaluated price 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 offerors must provide with their offer, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Quality Management Systems

The Bidder certifies that it meets, and will continue to meet throughout the duration of the contract, all requirements of clause D5540C ISO 9001:2008 - Quality Management Systems (QAC Q) found in Part 6.

Bidder's authorized representative signature

Date

5.1.2.2 Product Conformance

The Bidder certifies that all goods proposed conform, and will continue to conform throughout the duration of the contract, to the requirement detailed in Annex A – Pricing and Design Data List (DL-28-453-000-000) dated 2008-01-18.

Bidder's authorized representative signature

Date

5.1.2.3 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.

5.1.2.3.1 *SACC Manual* clause [A3050T](#) (2018-12-06) Canadian Content Definition.

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>), 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.

5.2.3 Additional Certifications Precedent to Contract Award

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirement

There is no security requirement applicable to this Contract.

6.2 Requirement - Contract

The Contractor must deliver firm quantities of Lead Ballast Bars in accordance with Annex A – Pricing and the Design Data List (DL-28-453-000-000) dated 2008-01-18.

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 (PWGSC).

6.3.1 General Conditions

2010A (2018-06-21) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Mandatory Delivery

The Contractor must make the mandatory delivery as follows:

For delivery to Canadian Forces Base Esquimalt location – Victoria,

Item 1 – no later than to be inserted by PWGSC 2020.

Item 4 – no later than to be inserted by PWGSC 2020.

Item 5 – no later than to be inserted by PWGSC 2021.

For delivery to Canadian Forces Base Montreal location,

Item 2 – no later than to be inserted by PWGSC 2020.

Item 6 – no later than to be inserted by PWGSC 2021.

For delivery to Her Majesty's Canadian Dockyard location – Halifax,

Item 3 – no later than to be inserted by PWGSC 2020.

Item 7 – no later than to be inserted by PWGSC 2022.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Hong Fong
Supply Officer
Public Services and Procurement Canada
Acquisitions Branch
Logistics, Electrical, Fuel and Transportation Directorate
"HS" Division
L'Esplanade Laurier (LEL) East Tower, 4th floor
140, O'Connor Street
Ottawa, Ontario K1A 0S5
Telephone: 613 26-1855
E-mail address: hong.fong@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Procurement Authority

The Procurement Authority for the contract is:

Name: **to be inserted by PWGSC**
DLP:
National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Telephone:
Facsimile:
E-mail address:

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Technical Authority

The Technical Authority for the Contract is:

Name: **to be inserted by PWGSC**
National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive

Ottawa Ontario K1A 0K2

Telephone:

Facsimile:

E-mail address:

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

6.5.4 Contractor's Representatives

General enquiries

Name: _____

Telephone Number: _____

Facsimile Number: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone Number: _____

Facsimile Number: _____

E-mail address: _____

6.6 Payment

6.6.1 Basis of Payment - Firm Price

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

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

6.6.2 SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes Foreign Suppliers	2007-11-30
C3015C	Exchange Rate Fluctuation Adjustment	2017-08-17
C2605C	Canadian Customs Duty and Sales Tax - Foreign-based Contractor	2008-05-12
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

6.6.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using 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)

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the general conditions. Invoices cannot be submitted until all work identified on the invoice is completed.
2. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
 - (a) The original and one (1) copy must be forwarded to the following contact for acceptance and payment:

For Items 1, 4, and 5

Department of National Defence
Base Logistic Officer
Canadian Forces Base Esquimalt
Station Forces P.O. Box 17000
Victoria, British Columbia V9A 7N2
The contact person is: **(to be inserted by PWGSC).**

For Items 2 and 6

Department of National Defence
25 DAFC / Magasin
P.O. 4000 Station K
Montreal, Quebec H1N 3R9
The contact person is: **(to be inserted by PWGSC).**

For Items 3, and 7

Department of National Defence

Maritime Forces Atlantic

P.O. Box 99000, Station Forces

Halifax, Nova Scotia B3K 5X5

The contact person is: **(to be inserted by PWGSC)**.

(b) One (1) copy must be forwarded or e-mail to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(c) One (1) copy must be forwarded or e-mail to the Procurement Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications

6.8.1 Compliance

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.

6.8.2 SACC Manual Clauses

SACC Reference	Title	Date
A3060C	Canadian Content Certification	2008-05-12

6.8.3 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9 Applicable Laws - Contract

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

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:

- (a) the Articles of Agreement;
- (b) 2010A (2018-06-21) General Conditions - Goods (Medium Complexity);
- (c) Design Data List (DL-28-453-000-000) dated 2008-01-18;

- (d) Annex A – Pricing;
(e) the Contractor's bid dated to be inserted by PWGSC, as amended to be inserted by PWGSC.

6.11 SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
A9010C	Hazardous Waste Disposal	2011-05-16
B7500C	Excess Goods	2006-06-16
C2608C	Canadian Customs Documentation	2019-05-30
C2801C	Priority Rating - Canadian-based Contractors	2014-11-27
D2025C	Wood Packaging Materials	2013-11-06
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Goods /Hazardous Products – Labelling and Packaging Compliance	2014-09-25
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2014-06-26
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16
D5604C	Release Documents (DND) - Foreign-based Contractor	2008-12-12
D5605C	Release Documents (DND) - United States-based Contractor	2010-01-11
D5606C	Release Documents (DND) - Canadian-based Contractor	2012-07-16
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2016-01-28

6.12 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.

6.13 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Annex A – Pricing, Design Data List (DL-28-453-000-000) dated 2008-01-18, and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

Note: The Contractor must provide the following information at delivery:

- What was used to blast the bar to SSPC-SP-10;
- The surface profile of the bars;
- The type of coating use, batch number, thickness applied;

d) Temperatures and humidity.

6.14 Preparation for Delivery

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

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package all items in quantities of no more than 30 bars per package.

Note: This should be about 880kg per package. Bundles are to be strapped with four (4) zinc coated steel straps. Hardwood pieces must also be used in the strapping process to prevent damage to the coating.

6.15 Shipping Instructions - Delivery and Destination

The Contractor must ship the goods prepaid DDP – Delivery Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in Annex A – Pricing. The consignee may refuse shipments when prior arrangements have not been made.

6.16 Release Documents - Distribution

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

- (a) One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- (b) Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- (c) One (1) copy to the Contracting Authority;
- (d) One (1) copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: **to be inserted by PWGSC**

- (e) One (1) copy: to the Quality Assurance Representative;
- (f) One (1) copy: to the Contractor;

(g) One (1) copy: all non-Canadian contractors to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
E-mail: **to be inserted by PWGSC**

ANNEX A – PRICING

Period

Year 1: The first year of the Contract is the period from the date of the contract to **(to be inserted by PWGSC)** inclusive.

Year 2: The second year of the Contract is from **(to be inserted by PWGSC)** to **(to be inserted by PWGSC)** inclusive.

Year 3: The second year of the Contract is from **(to be inserted by PWGSC)** to **(to be inserted by PWGSC)** inclusive.

Delivery Locations:

Line Item 1, 4, and 5 – Canadian Forces Base Esquimalt
Base Logistics Building D591
Station Forces 17000
Victoria, British Columbia V9A 7N2

The contact person at destination is: **(to be inserted by PWGSC)**.

Line Item 2 and 6 – Department of National Defence
25 CFSD RECEIPTS SECTION
Canadian Forces Base Montreal
6363 Notre Dame Est
Montreal, Quebec H1N 3V9

The contact person at destination is: **(to be inserted by PWGSC)**.

Line Item 3 and 7 – Formation Commander
Her Majesty's Canadian Dockyard
Building D-206 Door 1 thru 13
Halifax, Nova Scotia B3K 5X5

The contact person at destination is: **(to be inserted by PWGSC)**.

The Contractor must deliver firm quantities of Lead Ballast Bar in accordance with Design Data List (DL-28-453-000-000) dated 2008-01-18 and as follows:

Nato Stock Number (NSN): N9510-20-0038457
Part Number: 0858508

Year 1:

				Bidder's Offer
Item	Destination	Firm Quantity	Unit of Issue	Firm Unit Price (Tax Excluded)
1	Victoria, BC	1350	EA	\$ _____
2	Montreal, QC	1350	EA	\$ _____

Year 2:

				Bidder's Offer
Item	Destination	Firm Quantity	Unit of Issue	Firm Unit Price (Tax Excluded)
3	Halifax, NS	1350	EA	\$ _____
4	Victoria, BC	1350	EA	\$ _____

Year 3:

				Bidder's Offer
Item	Destination	Firm Quantity	Unit of Issue	Firm Unit Price (Tax Excluded)
5	Victoria, BC	1350	EA	\$ _____
6	Montreal, QC	1350	EA	\$ _____
7	Halifax, NS	1350	EA	\$ _____

ANNEX B – FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

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

B. Check only one of the following:

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

OR

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

ANNEX C - 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)