

#### **National Defence**

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

# RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Pamela Horner

Pamela.Horner@forces.gc.ca

#### Proposal To: National Defence Canada

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

#### Proposition à : Défense nationale Canada

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

# Solicitation Closes – L'invitation prend fin

At - à: 14:00:00 EDT - 14:00:00 HAE

On May 29, 2024 - le 29 mai, 2024

Title/Titre	Solicitation No – N° de l'invitation
Calibrating Gas Mixture / Mélange gazeux de calibration	W8486 – 249636/A
Meiange gazeux de canbi adon	
Date of Solicitation – Date de l'invita	ation
May 8, 2024 – le 8 mai 2024	
Address Enquiries to – Adresser tout	tes questions à
Pamela Horner	
n 1 w 04	
Pamela.Horner@forces.gc.ca	
Talanhana Na Nº da tálánhana	FAX No – Nº de fax
Telephone No. – Nº de téléphone 343-572-8721	FAX NO - IV de lax
343-372-0721	
Destination	
Department of National Defend	ce
25 CFSD Montreal	
6363, rue Notre Dame St. E	
Montreal, QC H1N 2E9	
. •	

#### **Instructions:**

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
October 31, 2024 – le 31 octobre 2024	
Vendor Name and Address - Raison soci	ale et adresse du fournisseur
1	
İ	
1	
Name and title of person authorized to si	on on hehalf of vendor (type or
print) - Nom et titre de la personne autor	
	isee a signer au nom du fournisseur
(caractère d'imprimerie)	
Name/Nom	Title/Titre
Name/Nom	1 Itie/ 1 Itie
Signature	Date
5151141416	



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#### **PART 1 - GENERAL INFORMATION**

# 1.1 Security Requirements

There are no security requirements with this bid solicitation.

# 1.2 Requirement

The requirement is detailed in Annex A - Requirement.

#### 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 World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), Canada-Ukraine Free Trade Agreement (CUFTA), Canada-United Kingdom Trade Continuity Agreement (CANADA-UK TCA).

## **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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2023-06-08) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

Send its bid only to the address specified in the bid solicitation.

d) Section 06, Late Bids, Is deleted in its entirety;

e) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.

- f) Subsection 1 of Section 08, Transmission by Facsimile or by Canada Post Corporation's (CPC Connect service, is deleted in its entirety.
- g) Add the following section, Technical Difficulties of Bid Transmission:

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; OR
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.
- h) Add the following section, Completeness of the Bid:

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

- 1. That certifications and securities required at bid closing are included.
- 2. That bids are properly signed, that the bidder is properly identified.
- 3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
- 4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
- All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

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

Delete: 60 days Insert: 90 days

#### 2.1.1 SACC Manual Clauses

B3000T (2006-06-16) - Equivalent Products

#### 2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

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

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (3) 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.

# 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want

to challenge any aspect of the procurement process.

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

# 3.1 Bid Preparation Instructions

Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (electronic copy) Section II: Financial Bid (electronic copy) Section III: Certifications (electronic copy)

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

Bidders may use Attachment 1 to Part 3 of the Bid solicitation to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 of the Bid solicitation to indicate their prices, Bidders must include Attachment 1 to Part 3 of the Bid solicitation in their financial bid.

#### 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.

#### Section II: Financial Bid

Bidders must submit their financial bid as follows:

Bidders must submit firm prices, Delivered Duty Paid (DDP) at Department of National Defence, 25 CFSD Montreal, 6363 rue Notre Dame St. E, Montreal, QC H1N 2E9, Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian Dollars.

# 3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "B" 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.

# 3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

# Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

#### 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

Bidders must provide the Part Number or equivalent as noted in Annex A - Requirement.

#### 4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at 25 CFSD Montreal, 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9, Canada, Incoterms 2010, Canadian customs duties, and excise taxes included, Applicable Taxes excluded.

#### 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 aggregate basis will be recommended for award of a contract.

In the event two or more responsive bids have the same lowest evaluated price, the responsive bid that indicates the soonest delivery date will be recommended for award of a contract.

In the event two or more responsive bids have the same lowest evaluated price and identical delivery dates, the bid that was received first will be recommended for contract award.

#### 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 <u>Forms for the Integrity Regime</u> 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 property agreement of the <u>Ineligibility and Suspension Policy</u> (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 <a href="Employment and Social">Employment and Social</a> <a href="Development Canada">Development Canada</a> (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 titled <u>Federal Contractors</u> <u>Program for Employment Equity - Certification</u>, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

#### **PART 6 - RESULTING CONTRACT CLAUSES**

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

#### 6.1 Security Requirements

There is no security requirement applicable to the Contract.

## 6.2 Requirement

The Contractor must provide the items detailed under the Annex A – Requirement.

#### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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 (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

General Conditions are amended as follows:

a. The standard statement changing Minister must be inserted:

Section 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government", is amended as follows:

Delete: Minister of Public Works and Government Services

Insert: Minister of National Defence

Subsection 5 of section 22, Confidentiality, is amended as follows:

Delete: Public Works and Government Services (PWGSC)

Insert: Department of National Defence (DND)

#### Delete:

5. The Contractor must maintain such records at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later.

#### Insert:

5. The Contractor must maintain such records, and Canada and its authorized representatives will have the right to examine such records, at all times during the term of this Contract and for a period of seven years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. Should an examination reveal any overpayments by Canada, these will be claimed by Canada and immediately repaid by the Contractor.

#### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive.

#### 6.4.2 Delivery Date

All the deliverables must be received on or before .

#### **6.4.3** Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to four (4) additional one (1) year period(s) under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in Annex A – Requirement.

Canada may exercise this option at any time by sending a written notice to the Contractor before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

# 6.4.4 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A – Requirement of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

## 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Pamela Horner
DLP 6-4-2
Department of National Defence
Assistant Deputy Minister Materiel
Director General Land Equipment Program Management

Telephone: 343-572-8721

E-mail address: Pamela.Horner@forces.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.

 $\label{eq:solicitation} \begin{tabular}{ll} Solicitation No. - N^\circ de l'invitation \\ W8486-249636/A \end{tabular}$ 

H1001C (2008-05-12), Multiple Payments

Buyer ID - Id de l'acheteur DLP 6-4-2

6.5.2	Technical Authority
The Ted	chnical Authority for the Contract is:
Title: Organiz	zation: s:
Telepho Facsimi E-mail a	one: ile: address:
carried Work un Technic	chnical Authority is the representative of the department or agency for whom the Work is being out under the Contract and is responsible for all matters concerning the technical content of the nder the Contract. Technical matters may be discussed with the Technical Authority; however, the cal Authority has no authority to authorize changes to the scope of the Work. Changes to the of the Work can only be made through a contract amendment issued by the Contracting Authority.
6.5.3	Contractor's Representative
The Co	ntractor's Representative for the Contract is:
Title: Organiz Address	zation:
Facsimi	ile: address:
6.6	Payment
6.6.1	Basis of Payment
Contrac	ideration of the Contractor satisfactorily completing all of its obligations under the Contract, the ctor will be paid a firm unit price, as specified in "Annex A - Requirement" for a cost of Customs duties are included, and Applicable Taxes are extra.
	a will not pay the Contractor for any design changes, modifications or interpretations of the Work, they have been approved, in writing, by the Contracting Authority before their incorporation into rk.
6.6.2	Terms of Payment

## 6.6.3 Auditing

Canada reserves the right to recover amounts and make adjustments to amounts payable to the Contractor where an examination of the Contractor's records has identified amounts allocated to the Contract that are not in accordance with the Contract terms.

Where the results of an examination indicate that an overpayment by Canada has occurred, such overpayment is due and payable on the date indicated in the notice of overpayment.

## 6.6.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

## 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 (both in hard copy and one (1) electronic copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### 6.8 Certifications and Additional Information

# 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 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) general conditions 2010A (2022-12-01), General Conditions Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) the Contractor's bid dated \_\_\_\_\_.

#### 6.11 Defence Contract

A9006C (2012-07-16) Defence Contract

#### 6.12 Insurance

G1005C (2016-01-28), Insurance – No Specific Requirement

#### 6.13 Shelf Life

The Contractor must ensure that item(s) 1 - 10 will contain 75 percent of the authorized shelf life as listed in *CFTO D-05-001-001/SF-000* at date of delivery to the Department of National Defence.

## 6.14 Delivery, Inspection and Acceptance

# 6.14.1 Delivery Point

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

- Incoterms 2010 "DDP Delivered Duty Paid" Department of National Defence, 25 CFSD Montreal, 6363 Rue Notre Dame St. E, Montreal, QC H1N 2E9.
- 2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.
  - a. 25 CF Supply Depot Montreal Montreal, QC.H1N 2E9, Canada Telephone: 1-866-935-8673 (toll free), or 514-252-2777, ext. 2363 / 4673 / 4282 E-mail: 25DAFCTrafficRDV@forces.gc.ca

#### 6.14.2 Additional Package Markings - Identical

- 1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided for items 1 10:
  - a. specification number;
  - b. manufacturer's name;
  - c. batch or lot number;
  - d. qualification number;
  - e. data required by the contract or by the commodity specification;
    - i. NSN
    - ii. Part Number
    - iii. NCAGE

- - iv. Qty
  - v. Description (E.g. Cal. Gas 58L Isobutylene)
  - vi. Contract Number
  - vii. Cylinder Pressure (E.g. 500 PSIG @ 70°F/21° C)
  - viii. Cylinder Volume (E.g. 2.05 Cu. Ft, 58L)
  - ix. UN Number
  - x. SDS#
  - xi. Gas Components
  - xii. Gas Concentrations
  - f. date of manufacture;
  - g. serial number; and
  - h. expiration date of shelf life.
  - These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

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

The Contractor must prepare item number(s) 1-10 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 number(s) 1 - 10 in quantities of \_\_\_\_\_ by \_\_\_\_\_.

#### 6.15 SACC Manual Clauses

D2000C (2007-11-30), Markings

D2001C (2007-11-30), Labelling

D2025C (2017-08-17), Wood packaging materials

D6010C (2007-11-30), Palletization

B7500C (2006-06-16), Excess Goods

D9002C (2007-11-30), Incomplete Assemblies

B1505C (2016-01-28), Shipment of Dangerous Goods/Hazardous Products

<u>D5545C</u> (2019-05-30), ISO 9001:2015 – Quality Management Systems – Requirements (Quality Assurance Code C)

# 6.16 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "Dispute Resolution".

# ANNEX "A" - REQUIREMENT

Item/ Articles	and/o	n / Déscription or et/ou t / Équivalent	Unit of Issue / Unité de distribution	Quantity / Quantité	Destination Address / Addresse de la déstination	Invoice Address / Addresse de facturation	Quality Assurance Code (QAC) / Code d'assurance de la qualité (CAQ)	FIRM UNIT PRICE: Delivered Duty Paid (DDP), Transportation costs included, Applicable taxes extra / PRIX UNITAIRE FERME: Service de livraison payé (SLP2), Coûts de transport compris, Taxes applicables en sus	EXTENDED PRICE: Applicable taxes extra / PRIX UNITAIRE FERME: Taxes applicables en sus	TOTAL PRICE: Applicable taxes Included / PRIX COMPRIS: Taxes applicables inclus
1	NSN: 6830-01-698-1425 Calibrating Gas Mixture Part No.: 58L-413-18, NCAGE: 1RBN6	OR EQUIVALENT Part No.: NCAGE:	EA	150	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD
	NSN: 6830-01-698-1420 Calibrating Gas Mixture Part No.: 58L-248-100, NCAGE: 1RBN6	OR EQUIVALENT Part No.: NCAGE:	EA	100	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD
3	NSN: 6830-01-698-1425 Calibrating Gas Mixture Part No.: 58L-413-18, NCAGE: 1RBN6	OR EQUIVALENT Part No.: NCAGE:	EA	up to 150 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD
4	NSN: 6830-01-698-1420 Calibrating Gas Mixture Part No.: 58L-248-100, NCAGE: 1RBN6	OR EQUIVALENT Part No.: NCAGE:	EA	up to 100 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD
5	NSN: 6830-01-698-1425 Calibrating Gas Mixture Part No.: 58L-413-18, NCAGE: 1RBN6	OR EQUIVALENT Part No.: NCAGE:	EA	up to 150 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD
6	NSN: 6830-01-698-1420 Calibrating Gas Mixture Part No.: 58L-248-100, NCAGE: 1RBN6	OR EQUIVALENT Part No.: NCAGE:	EA	up to 100 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD
7	NSN: 6830-01-698-1425 Calibrating Gas Mixture Part No.: 58L-413-18, NCAGE: 1RBN6	OR EQUIVALENT Part No.: NCAGE:	EA	up to 150 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD
	NSN: 6830-01-698-1420 Calibrating Gas Mixture Part No.: 58L-248-100, NCAGE: 1RBN6	OR EQUIVALENT Part No.: NCAGE:	EA	up to 100 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD
	NSN: 6830-01-698-1425 Calibrating Gas Mixture Part No.: 58L-413-18, NCAGE: 1RBN6	OR EQUIVALENT Part No.: NCAGE:	EA	up to 150 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD
10	NSN: 6830-01-698-1420 Calibrating Gas Mixture Part No.: 58L-248-100, NCAGE: 1RBN6	OR EQUIVALENT Part No.: NCAGE:	EA	up to 100 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD
						TOTAL	AGGREGATE PRICE		TO BE INSERTED AT CONTRACT AWARD	TO BE INSERTED AT CONTRACT AWARD

Buyer ID - Id de l'acheteur

DLP 6-4-2

# ATTACHMENT 1 TO PART 3 OF THE - BID SOLICITATION

Item/ Articles	and/o	/ Déscription r et/ou / Équivalent	Unit of Issue / Unité de distribution	Quantity / Quantité	Destination Address / Addresse de la déstination	Invoice Address / Addresse de facturation	Quality Assurance Code (QAC) / Code d'assurance de la qualité (CAQ)	FIRM UNIT PRICE: Delivered Duty Paid (DDP), Transportation costs included, Applicable taxes extra / PRIX UNITAIRE FERME: Service de livraison payé (SLP?), Coûts de transport compris, Taxes applicables en sus	EXTENDED PRICE: Applicable taxes extra / PRIX UNITAIRE FERME: Taxes applicables en sus	TOTAL PRICE: Applicable taxes Included / PRIX COMPRIS: Taxes applicables inclus
1	NSN: 6830-01-698-1425 Calibrating Gas Mixture Part No.: 58L-413-18, NCAGE: 1RBN6	OR EQUIVALENT Part No.:  NCAGE:	EA	150	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С			
2	NSN: 6830-01-698-1420 Calibrating Gas Mixture Part No.: 58L-248-100, NCAGE: 1RBN6	OR EQUIVALENT Part No.:  NCAGE:	EA	100	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С			
3	NSN: 6830-01-698-1425 Calibrating Gas Mixture Part No.: 58L-413-18, NCAGE: 1RBN6	OR EQUIVALENT Part No.:  NCAGE:	EA	up to 150 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С			
4	NSN: 6830-01-698-1420 Calibrating Gas Mixture Part No.: 58L-248-100, NCAGE: 1RBN6	OR EQUIVALENT Part No.: NCAGE:	EA	up to 100 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С			
5	NSN: 6830-01-698-1425 Calibrating Gas Mixture Part No.: 58L-413-18, NCAGE: 1RBN6	OR EQUIVALENT Part No.: NCAGE:	EA	up to 150 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С			
6	NSN: 6830-01-698-1420 Calibrating Gas Mixture Part No.: 58L-248-100, NCAGE: 1RBN6	OR EQUIVALENT  Part No.:  NCAGE:	EA	up to 100 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С			
7	NSN: 6830-01-698-1425 Calibrating Gas Mixture Part No.: 58L-413-18, NCAGE: 1RBN6	OR EQUIVALENT  Part No.:  NCAGE:	EA	up to 150 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С			
8	NSN: 6830-01-698-1420 Calibrating Gas Mixture Part No.: 58L-248-100, NCAGE: 1RBN6	OR EQUIVALENT Part No.: NCAGE:	EA	up to 100 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С			
9	NSN: 6830-01-698-1425 Calibrating Gas Mixture Part No.: 58L-413-18, NCAGE: 1RBN6	OR EQUIVALENT Part No.:  NCAGE:	EA	up to 150 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С			
10	NSN: 6830-01-698-1420 Calibrating Gas Mixture Part No.: 58L-248-100, NCAGE: 1RBN6	OR EQUIVALENT Part NO.: NCAGE:	EA	up to 100 (if Option is exercised)	Department of National Defence 25 DAFC Montréal 6363, rue Notre-Dame Est Montréal (Québec) H1N 2E9 Canada	pamela.horner@forces.gc.ca	С			
						TOTAL	AGGREGATE PRICE			

Bidders may use Attachment 1 to Part 3 to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial bid.

# ANNEX "B" - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instru	ment(s)
( ) Direct Deposit (Domestic and International);	
( ) Electronic Data Interchange (EDI);	
( ) Wire Transfer (International Only);	

## **ANNEX "C" to PART 5 OF THE BID SOLICITATION**

# 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.

the Bidd	er's certifications. Failure to comply with any request or requirement imposed by Canada may ne bid non-responsive or constitute a default under the Contract.
	ner information on the Federal Contractors Program for Employment Equity visit <u>Employment and evelopment Canada (ESDC)-Labour's</u> website.
Date: date.)	(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing
Complet	te both A and B.
A. Chec	k 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 <u>federally regulated employer</u> being subject to the <u>Employment Equity Act.</u>
( ) A4.	The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
A5. The	Bidder has a combined workforce in Canada of 100 or more employees; and
( ) <b>OR</b>	A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
( )	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. Chec	k 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)