



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 :

Bid Receiving – PWGSC / Réception des  
soumissions - TPSGC

tpsgc.dgareceptiondessoumissions-  
abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Via ePost \ Postal  
Bid Fax: (819) 997-9776

### 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 EDT

On - le : April 26 2024

<b>Title/Titre</b> Air Drier Spares	<b>Solicitation No – N° de l'invitation</b> <b>W8482-242505/A</b>
<b>Date of Solicitation – Date de l'invitation</b> March 27 2024	
<b>Address Enquiries to – Adresser toutes questions à</b>  Jason Mainguy D Mar P 4-3-5 <a href="mailto:jason.mainguy@forces.gc.ca">jason.mainguy@forces.gc.ca</a>	
<b>Telephone No. – N° de téléphone</b>	<b>FAX No – N° de fax</b>
<b>Destination</b> See herein	

### 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
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the Contract.

### **1.2 Requirement**

The requirement is detailed in Annex "A", Line Item Details.

### **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 following trade agreements: Canadian Free Trade Agreement, Canada-Korea Free Trade Agreement, Canada-Chile Free Trade Agreement, Canada-Colombia Free Trade Agreement, Canada-Honduras Free Trade Agreement, Canada-Panama Free Trade Agreement, Canada-Peru Free Trade Agreement, Comprehensive Economic and Trade Agreement, Canada-Ukraine Free Trade Agreement, the Comprehensive and Progressive Agreement for Trans-Pacific Partnership, Canada-UK Trade Continuity Agreement, and the World Trade Organization Agreement on Government Procurement.

### **1.5 Canada Post Corporation's (CPC) Connect service**

This bid solicitation allows bidders to use the CPC 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.

### **1.6 Phased Bid Compliance**

The Phased Bid Compliance Process ("PBCP") applies to this requirement.

## **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](#) (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 modification:

- a. Section 02, Procurement Business Number is deleted in its entirety.

### 2.1.1 **SACC Manual Clauses**

B1000T (2014-06-26), Condition of Material – Bid

## 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 in the bid solicitation.

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.pareceptiondessoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions 2003, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

## 2.3 **Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than 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**

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 [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" 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**

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 CPC 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 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 CPC Connect service, the wording of the electronic copy provided through CPC 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.

#### **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 in accordance with the Basis of Payment.

#### **Section III: Certifications**

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

##### **3.1.1 Electronic Payment of Invoices – Bid**

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

If Annex “D” 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**

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the 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 Criteria**

- a) Bidders must indicate the Part Number and the NCAGE of the item of supply they are offering.
- b) Bidders must indicate the Part Number and the NCAGE of the original manufacturer.
- c) Bidders proposing an Equivalent or Substitute Product must indicate the brand name and model and/or Part Number and the NSCN/NCAGE of the item of supply they are offering.
- d) Bidders proposing an Equivalent or Substitute Product must indicate the brand name and model and/or Part Number and the NSCN/NCAGE of the original manufacturer.

#### **4.1.1.2 Equivalent Products – Bid**

- a) 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:
  - i) designates the brand name, model and/or part number of the substitute product;
  - ii) states that the substitute product is fully interchangeable with the item specified;
  - iii) provides complete specifications and descriptive literature for each substitute product;
  - iv) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - v) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
- b) Products offered as equivalent in form, fit, function and quality will not be considered if:
  - i) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - ii) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

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- c) In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.
- d) If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within **seven** 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.

#### **4.1.1.3 Revised, Superseded or Obsolete Part Numbers**

Proposed equipment that is a replacement part number (to a revised, superseded, or obsolete part number from the Original Equipment Manufacturer (OEM)) to the item(s) specified in the bid solicitation must be assessed as an equivalent product under this Article in order to be considered to meet the requirement.

- i) Bidders must include a letter on company letterhead from the OEM stating the replacement part number meets the same fit, form, function and quality of the replaced part number, for the proposed equipment to be considered to meet the requirement.
- ii) Bids that do not include a letter from the OEM stating the replacement part number meets the same fit, form, function and quality of the replaced part number will be considered to be offering an Equivalent Product and the proposed equipment will be evaluated as per the "Equivalent Products – Bid" clauses above.

Canada reserves the right, but will have no obligation, to request the letter stated in (i) during the evaluation.

#### **4.1.2 Phased Bid Compliance Process**

##### **4.1.2.1 (2018-07-19) General**

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NONRESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID



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RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NONRESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

(c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared nonresponsive.

(d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2023-06-08) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).

(e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

#### **4.1.2.2 (2018-03-13) Phase I: Financial Bid**

(a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.

(b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.

(c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.

(d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

(e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

(f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

(g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, only that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.

(h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

(i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

#### **4.1.2.3 (2018-03-13) Phase II: Technical Bid**

(a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.

(b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.

(c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.

(d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such

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compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

(e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

(f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, only that part of the original Bid as is permitted in this Section.

(g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid

(h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.

(i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

#### **4.1.2.4 (2018-03-13) Phase III: Final Evaluation of the Bid**

(a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

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#### 4.1.3 Financial Evaluation

SACC *Manual* Clause [A0222T](#) (2014-06-26), Evaluation of Price - Canadian / Foreign Bidders

Bidders must submit prices in Canadian dollars. Bids submitted in foreign currency will be rejected.

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#### 4.2 Basis of Selection - Multiple Items

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

4.2.1 More than one Contract may be awarded in response to this solicitation.

### 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](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.

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

## 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) 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.

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 Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

The Contractor must provide the items detailed under the "Line Item Details" at Annex "A".

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010A](#) (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract award to the end of the warranty period as described in Section 09 of [2010A](#) (2022-12-01) General Conditions - Goods (Medium Complexity).

### 6.4.2 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_.

DND reserves the right to negotiate delivery date changes to before or after March 31, 2023.

### 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jason Mainguy  
Title: Materiel Acquisition and Support Officer  
Directorate: D MAR P 4-3-5  
Address: 101 Colonel By Drive  
Ottawa, Ontario, K1A 0K2  
E-mail address: jason.mainguy@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.

### 6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail: \_\_\_\_\_.

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.

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex "B", Basis of Payment. Customs duties are excluded 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.

### 6.6.2 Terms of Payment

SACC *Manual* clause [H1001C](#) (2008-05-12), Multiple Payments  
SACC *Manual* clause [C2000C](#) (2007-11-30), Taxes - Foreign-based Contractor  
SACC *Manual* clause [C2608C](#) (2020-07-01), Canadian Customs Documentation  
SACC *Manual* clause [C2605C](#) (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor  
SACC *Manual* clause [C2610C](#) (2007-11-30), Customs Duties – Department of National Defence – Importer

### 6.6.3 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 copy must be forwarded to the consignee for certification and payment.

Department of National Defence  
Maritime Forces Atlantic  
Accts Payable Bldg. S-90, Room 334  
2686 Sextant Lane, Stadacona

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PO Box 99000 Stn Forces  
Halifax, NS B3K 5X5  
Canada  
hfxaccountspayable@forces.gc.ca

and

Department of National Defence  
Base Logistics Officer  
CFB Esquimalt  
STN Forces, P.O. Box 17000  
Victoria, BC V9A 7N2  
Canada  
ESQBLOGAcctsPayable@forces.gc.ca

- b. One Digital copy must be forwarded to:

Attention: D Mar P 4-3-5-2  
Email: Nataliya.Chabanyuk@forces.gc.ca

## **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.

### **6.9 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 wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) The Articles of Agreement;
- b) The general conditions [2010A](#) (2022-12-01), General Conditions - Goods (Medium Complexity);
- c) Annex A, Line Item Details;
- d) Annex B, Basis of Payment;
- e) Annex C, Long Text Description
- f) The Contractor's bid dated \_\_\_\_\_.

### **6.11 Defence Contract**

SACC *Manual* clause [A9006C](#) (2012-07-16), Defence Contract

### **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 SACC Manual Clauses**

[B7500C](#) (2006-06-16), Excess Goods

[D2001C](#) (2007-11-30), Labelling

[D2000C](#) (2007-11-30), Marking

[D2025C](#) (2017-08-17), Wood Packaging Materials

[D6010C](#) (2007-11-30), Palletization

[D9002C](#) (2007-11-30), Incomplete Assemblies

[G1005C](#) (2016-01-28), Insurance - No Specific Requirement

[C2800C](#) (2013-01-28), Priority Rating

[C2801C](#) (2022-03-29), Priority Rating: Canadian-based contractors

### **6.14 Asbestos**

The contractor must not use asbestos in the equipment unless no feasible alternative is available, in which case rationale must be provided. Any parts containing asbestos must be properly labelled, and the part number and location be explicitly identified in technical documentations.

### **6.15 Packaging**

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

The Contractor must prepare all item numbers 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 item numbers in quantities of 1 (EA) by package.

### **6.16 Quality Assurance**

[D5545C](#) (2019-05-30) ISO 9001:2015 - Quality Management Systems - Requirements (Quality Assurance Code C)

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## 6.17 Shipping Instructions (Department of National Defence)

### 6.17.1 Shipping Instructions (Department of National Defence) - Canadian-based Contractor

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
  - a. Inbound Logistics Co-ordination Center (ILCC)  
Telephone: 1-877-877-7423 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca)
3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
  - a. the Contract number;
  - b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
  - c. description of each item;
  - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
  - e. actual weight and dimensions of each piece type, including gross weight;
  - f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian [Transportation of Dangerous Goods Regulations](#), and a copy of the safety data sheet in English and French.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

### 6.17.1 Shipping Instructions (Department of National Defence) - Foreign-based Contractors

1. Delivery will be FCA Free Carrier at \_\_\_\_\_ Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility

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2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
- a. Insert the following when the Contractor is located in the United States (U.S.):  
Inbound Logistics Coordination Center (ILCC):  
Telephone: 1-877-447-7701 (toll free)  
Facsimile: 1-877-877-7409 (toll free)  
E-mail: [ILHQOttawa@forces.gc.ca](mailto:ILHQOttawa@forces.gc.ca)  
OR
  - b. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland:  
Inbound Logistics United Kingdom (ILUK):  
Telephone: 011-44-1895-613023, or 011-44-1895-613024, or  
Facsimile: 011-44-1895-613046  
E-mail: [CFSUEDetUKMovements@forces.gc.ca](mailto:CFSUEDetUKMovements@forces.gc.ca)  
In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: [CFSUEDetUKMovements@forces.gc.ca](mailto:CFSUEDetUKMovements@forces.gc.ca).  
The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using His Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor. **Note:** To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: [ILHQcontract-ILHQcontrat@forces.gc.ca](mailto:ILHQcontract-ILHQcontrat@forces.gc.ca) in carbon copy (cc).  
OR
  - c. Insert the following when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:  
Inbound Logistics Europe Area (ILEA):  
Telephone: +49-(0)-2203-908-1807 or 2748 or 5304  
Facsimile: +49-(0)-2203-908-2746  
Email: [ILEA@forces.gc.ca](mailto:ILEA@forces.gc.ca)  
**Note:** To ensure you receive a reply on any contracting information such as Incoterms etc, always include the e-mail address: [ILHQcontract-ILHQcontrat@forces.gc.ca](mailto:ILHQcontract-ILHQcontrat@forces.gc.ca) in carbon copy (cc).
3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
- a. the Contract number;
  - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
  - c. description of each item;

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- d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
  - e. actual weight and dimensions of each piece type, including gross weight;
  - f. copy of the commercial invoice (in accordance with clause [C2608C](#), section 4, of the [Standard Acquisition Clauses and Conditions Manual](#)) or a copy of the Canada Border Services Agency form C11 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
  - g. [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
  - h. Canada-United States-Mexico Agreement Certification of Origin (in accordance with clause [C2608C](#), section 2) for the U.S. and Mexico only;
  - i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#) and a copy of the safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
  5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
  6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
  7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

#### **6.18 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](#)".

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## 6.19 Equivalency of Equipment

### 6.19.1 Equivalent Products – Contract

- a) The Contractor guarantees that the equipment to be delivered under the Contract is:
- i. equivalent in form, fit, function, quality and performance to the equipment requested by Canada that was described in the bid solicitation that resulted in the Contract;
  - ii. fully compatible, interchangeable and interoperable with the existing equipment owned by Canada identified in the bid solicitation that resulted in this Contract.
- b) The Contractor also guarantees that any warranties with third parties concerning the existing equipment owned by Canada identified in the bid solicitation will not be adversely affected by Canada's use of the equipment delivered under the Contract (for example, by interconnecting the equipment) or by any other services provided by the Contractor under the Contract. If Canada determines in its sole discretion that any such warranty has been adversely affected, at Canada's sole option, the Contractor must:
- i. pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to re-certify Canada's existing equipment for warranty purposes and any other amounts paid by Canada to a third party in order to restore the equipment to full warranty status;
  - ii. perform all warranty work on Canada's existing equipment in place of the original supplier; or
  - iii. pay to Canada the amount that Canada must pay to the original supplier (or an authorized reseller of that supplier) to perform maintenance work on the equipment that otherwise would have been covered by the warranty.
- c) The Contractor agrees that, during the Contract Period, if Canada determines that any of the equipment is not equivalent in form, fit, function, quality and performance to the existing equipment owned by Canada that was identified in the bid solicitation, or is not fully compatible, interchangeable and interoperable with the existing equipment owned by Canada that was identified in the bid solicitation, the Contractor must immediately and entirely at its own expense take all steps necessary to ensure that the equipment satisfies these requirements (for example, by implementing any additional software or firmware), failing which Canada will have the immediate right to terminate the Contract for default. The Contractor agrees that, if Canada terminates the Contract for this reason, the Contractor must pay to Canada the costs of reprocurring the equipment from a third party and the difference, if any, in price paid by Canada to the third party. The Contractor acknowledges that its failure to deliver equivalent equipment that satisfies the above requirements may result in the Contractor (as well as its affiliates and any other entities with whom the Contractor or its principals do not deal at arm's length) being unable to propose equivalent substitutes in response to future DND bid solicitations, on the basis that Canada has satisfactory evidence that based on this past behaviour, such entity is unsuitable and its equivalent bid should be rejected pursuant to Canada's standard instructions for competitive requirements.

Note to Bidders: This article will only be included in a resulting contract if equivalent products have been proposed.

**ANNEX A - LINE ITEM DETAILS**

Item	Description <i>Further detail provided at Annex C - Long Text Description</i>	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
001	NSN: 2940-20-A0Z-4898 Name: REPLACEMENT FILTER ELEMENT KIT. PN Requested: ED21-VSA14 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC OR OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	200	CFB Halifax Delivery Code 007X Invoice Code W010B	No	C	No	Yes
002	NSN: 2940-20-A0Z-4898 Name: REPLACEMENT FILTER ELEMENT KIT. PN Requested: ED21-VSA14 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	100	CFB Esquimalt Delivery Code 002E Invoice Code W0103	No	C	No	Yes

**ANNEX A - LINE ITEM DETAILS**

Item	Description <i>Further detail provided at Annex C - Long Text Description</i>	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
003	NSN: 2540-20-A0Z-4901 Name: REPLACEMENT FILTER AUTODRAIN.  PN Requested: ADVA-00060050 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC  OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	200	CFB Halifax Delivery Code  007X Invoice Code  W010B	No	C	No	Yes
004	NSN: 2540-20-A0Z-4901 Name: REPLACEMENT FILTER AUTODRAIN.  PN Requested: ADVA-00060050 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC  OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	100	CFB Esquimalt Delivery Code  002E Invoice Code  W0103	No	C	No	Yes

**ANNEX A - LINE ITEM DETAILS**

Item	Description <i>Further detail provided at Annex C - Long Text Description</i>	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
005	NSN: 5120-20-A0Z-4902 Name: COUPLER GROUP REGULATOR. PN Requested: P018244 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	100	CFB Halifax Delivery Code 007X Invoice Code W010B	No	C	No	Yes
006	NSN: 5120-20-A0Z-4902 Name: COUPLER GROUP REGULATOR. PN Requested: P018244 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	50	CFB Esquimalt Delivery Code 002E Invoice Code W0103	No	C	No	Yes



**ANNEX A - LINE ITEM DETAILS**

Item	Description <i>Further detail provided at Annex C - Long Text Description</i>	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
007	NSN: 4210-20-A0Z-4907 Name: AUXILIARY REGULATOR.  PN Requested: P018245 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC  OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	100	CFB Halifax Delivery Code  007X Invoice Code  W010B	No	C	No	Yes
008	NSN: 4210-20-A0Z-4907 Name: AUXILIARY REGULATOR.  PN Requested: P018245 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC  OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	50	CFB Esquimalt Delivery Code  002E Invoice Code  W0103	No	C	No	Yes

**ANNEX A - LINE ITEM DETAILS**

Item	Description <i>Further detail provided at Annex C - Long Text Description</i>	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
009	NSN: 5920-20-A0Z-4941 Name: FUSE CARTRIDGE PN Requested: P018233 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	200	CFB Halifax Delivery Code 007X Invoice Code W010B	No	C	No	Yes
010	NSN: 5920-20-A0Z-4941 Name: FUSE CARTRIDGE PN Requested: P018233 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	100	CFB Esquimalt Delivery Code 002E Invoice Code W0103	No	C	No	Yes

**ANNEX A - LINE ITEM DETAILS**

Item	Description <i>Further detail provided at Annex C - Long Text Description</i>	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
011	NSN: 4920-20-A0Z-4938 Name: AIR DRYER MAINTENANCE KIT.  PN Requested: 51325 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC  OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	100	CFB Halifax Delivery Code  007X Invoice Code  W010B	No	C	No	Yes
012	NSN: 4920-20-A0Z-4938 Name: AIR DRYER MAINTENANCE KIT.  PN Requested: 51325 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC  OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	50	CFB Esquimalt Delivery Code  002E Invoice Code  W0103	No	C	No	Yes

**ANNEX A - LINE ITEM DETAILS**

Item	Description <i>Further detail provided at Annex C - Long Text Description</i>	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
013	NSN: 1680-20-A0Z-4937 Name: DESSICANT TOWER.  PN Requested: 51305 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC  OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	200	CFB Halifax Delivery Code  007X Invoice Code  W010B	No	C	No	Yes
014	NSN: 1680-20-A0Z-4937 Name: DESSICANT TOWER.  PN Requested: 51305 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC  OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	100	CFB Esquimalt Delivery Code  002E Invoice Code  W0103	No	C	No	Yes

**ANNEX A - LINE ITEM DETAILS**

Item	Description <i>Further detail provided at Annex C - Long Text Description</i>	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
015	NSN: 5945-01-453-1843 Name: SOLENOID,ELECTRICAL. PN Requested: P-400-589-DC1 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC  OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	200	CFB Halifax Delivery Code 007X Invoice Code W010B	No	C	No	Yes
016	NSN: 5945-01-453-1843 Name: SOLENOID,ELECTRICAL. PN Requested: P-400-589-DC1 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC  OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	100	CFB Esquimalt Delivery Code 002E Invoice Code W0103	No	C	No	Yes

**ANNEX A - LINE ITEM DETAILS**

Item	Description <i>Further detail provided at Annex C - Long Text Description</i>	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
017	NSN: 5945-20-A0Z-4929 Name: CYCLE TIMER. PN Requested: P010530F1 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC  OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	100	CFB Halifax Delivery Code  007X Invoice Code  W010B	No	C	No	Yes
018	NSN: 5945-20-A0Z-4929 Name: CYCLE TIMER. PN Requested: P010530F1 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC  OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	50	CFB Esquimalt Delivery Code  002E Invoice Code  W0103	No	C	No	Yes

**ANNEX A - LINE ITEM DETAILS**

Item	Description <i>Further detail provided at Annex C - Long Text Description</i>	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
019	NSN: 4440-01-716-4556 Name: PURGE MUFFLER.  PN Requested: 10040 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC  OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	200	CFB Halifax Delivery Code  007X Invoice Code  W010B	No	C	No	Yes
020	NSN: 4440-01-716-4556 Name: PURGE MUFFLER.  PN Requested: 10040 NCAGE: 06178 Manufacturer: ALTEC AIR, LLC  OR EQUIVALENT Equivalent offers must comply with RFP Equivalent Products clauses and specify: PN offered: _____ NCAGE: _____ Manufacturer: _____	EA	100	CFB Esquimalt Delivery Code  002E Invoice Code  W0103	No	C	No	Yes

**APPENDIX 1 TO ANNEX A - DELIVERY AND INVOICE CODES**

<b>Supply Depot</b>	<b>Delivery Code</b>	<b>Delivery Address</b>	<b>Invoice Code</b>	<b>Invoice Address</b>
CFB HALIFAX	007X	Department of National Defence CFB Halifax Main Warehouse Bldg D206 Door 1 thru 13 HMC Dockyard Halifax, NS B3K 5X5 Canada	W010B	Department of National Defence Maritime Forces Atlantic Accts Payable Bldg. S90, Room 334 2686 Sextant Lane, Stadacona P.O. Box 99000, Stn Forces Halifax NS B3K 5X5 Canada hfxaccountspayable@forces.gc.ca
CFB ESQUIMALT	002E	Department. of National Defence CFB Esquimalt Attn: Receiving Bldg 66 Colwood Victoria, BC V9C 1B0 Canada	W0103	Department. of National Defence Base Logistics Officer CFB Esquimalt Stn Forces P.O. Box 17000 Victoria, BC V9A 7N2 Canada ESQBLOGAcctsPayable@forces.gc.ca



**ANNEX B - BASIS OF PAYMENT**

Item	Description	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	FIRM UNIT PRICE: Customs and duties excluded, applicable taxes extra	EXTENDED PRICE: Applicable taxes extra	Applicable taxes (%)
001	NSN: 2940-20-A0Z-4898 ED21-VSA14 06178 Name: REPLACEMENT FILTER ELEMENT KIT.	EA	200	CFB Halifax Delivery Code 007X Invoice Code W010B			
002	NSN: 2940-20-A0Z-4898 ED21-VSA14 06178 Name: REPLACEMENT FILTER ELEMENT KIT.	EA	100	CFB Esquimalt Delivery Code 002E Invoice Code W0103			
003	NSN: 2540-20-A0Z-4901 ADVA-00060050 06178 Name: REPLACEMENT FILTER AUTODRAIN.	EA	200	CFB Halifax Delivery Code 007X Invoice Code W010B			
004	NSN: 2540-20-A0Z-4901 ADVA-00060050 06178 Name: REPLACEMENT FILTER AUTODRAIN.	EA	100	CFB Esquimalt Delivery Code 002E Invoice Code W0103			
005	NSN: 5120-20-A0Z-4902 P018244 06178 Name: COUPLER GROUP REGULATOR.	EA	100	CFB Halifax Delivery Code 007X Invoice Code W010B			
006	NSN: 5120-20-A0Z-4902 P018244 06178 Name: COUPLER GROUP REGULATOR.	EA	50	CFB Esquimalt Delivery Code 002E Invoice Code W0103			

**ANNEX B - BASIS OF PAYMENT**

Item	Description	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	FIRM UNIT PRICE: Customs and duties excluded, applicable taxes extra	EXTENDED PRICE: Applicable taxes extra	Applicable taxes (%)
007	NSN: 4210-20-A0Z-4907 P018245 06178 Name: AUXILIARY REGULATOR.	EA	100	CFB Halifax Delivery Code 007X Invoice Code W010B			
008	NSN: 4210-20-A0Z-4907 P018245 06178 Name: AUXILIARY REGULATOR.	EA	50	CFB Esquimalt Delivery Code 002E Invoice Code W0103			
009	NSN: 5920-20-A0Z-4941 P018233 06178 Name: FUSE CARTRIDGE .	EA	200	CFB Halifax Delivery Code 007X Invoice Code W010B			
010	NSN: 5920-20-A0Z-4941 P018233 06178 Name: FUSE CARTRIDGE.	EA	100	CFB Esquimalt Delivery Code 002E Invoice Code W0103			
011	NSN: 4920-20-A0Z-4938 51325 06178 Name: AIR DRYER MAINTENANCE KIT.	EA	100	CFB Halifax Delivery Code 007X Invoice Code W010B			
012	NSN: 4920-20-A0Z-4938 51325 06178 Name: AIR DRYER MAINTENANCE KIT.	EA	50	CFB Esquimalt Delivery Code 002E Invoice Code W0103			

**ANNEX B - BASIS OF PAYMENT**

Item	Description	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	FIRM UNIT PRICE: Customs and duties excluded, applicable taxes extra	EXTENDED PRICE: Applicable taxes extra	Applicable taxes (%)
013	NSN: 1680-20-A0Z-4937 51305 06178 Name: DESSICANT TOWER.	EA	200	CFB Halifax Delivery Code 007X Invoice Code W010B			
014	NSN: 1680-20-A0Z-4937 51305 06178 Name: DESSICANT TOWER.	EA	100	CFB Esquimalt Delivery Code 002E Invoice Code W0103			
015	NSN: 5945-01-453-1843 P-400-589-DC1 06178 Name: SOLENOID,ELECTRICAL.	EA	200	CFB Halifax Delivery Code 007X Invoice Code W010B			
016	NSN: 5945-01-453-1843 P-400-589-DC1 06178 Name: SOLENOID,ELECTRICAL.	EA	100	CFB Esquimalt Delivery Code 002E Invoice Code W0103			
017	NSN: 5945-20-A0Z-4929 P010530F1 06178 Name: CYCLE TIMER.	EA	100	CFB Halifax Delivery Code 007X Invoice Code W010B			
018	NSN: 5945-20-A0Z-4929 P010530F1 06178 Name: CYCLE TIMER.	EA	50	CFB Esquimalt Delivery Code 002E Invoice Code W0103			

**ANNEX B - BASIS OF PAYMENT**

Item	Description	Unit of Issue	Quantity	Delivery and Invoice Codes <i>Definition can be found at Appendix 1 to Annex A</i>	FIRM UNIT PRICE: Customs and duties excluded, applicable taxes extra	EXTENDED PRICE: Applicable taxes extra	Applicable taxes (%)
019	NSN: 4440-01-716-4556 10040 06178 Name: RETAINER,DEHYDRATOR SCREEN	EA	200	CFB Halifax Delivery Code 007X Invoice Code W010B			
020	NSN: 4440-01-716-4556 10040 06178 Name: RETAINER,DEHYDRATOR SCREEN.	EA	100	CFB Esquimalt Delivery Code 002E Invoice Code W0103			

**ANNEX B - BASIS OF PAYMENT**

	<b>Extended Price</b>	<b>Applicable Taxes (%)</b>	<b>Taxes</b>	<b>Price with Taxes</b>
<b>CFB Halifax</b>				
<b>CFB Esquimalt</b>				
			<b>Subtotal</b>	
			<b>Total Taxes</b>	
			<b>Total (CAD)</b>	

## ANNEX "C" - LONG TEXT DESCRIPTION

**NSN:** 2940-20-A0Z-4898

ED21-VSA14:06178

**ITEM NAME:** REPLACEMENT FILTER ELEMENT KIT

### Narrative Description

FILTER ELEMENT REPLACEMENT KIT FOR P018250 HEATLESS AIRE DRYER, 4440-20-A0X01440, HALIFAX CLASS ECM SYSTEM

**NSN:** 4440-20-A0X-1440

P018250:06178

**ITEM NAME:** DRIER AIR GAS DESSICANT

### Narrative Description

DRIER, AIR GAS DESSICANT. HALIFAX CLASS, NPT, LOGER UNITS. REPLACEMENT FOR HD-5029/SRC. BLOCK 2. ERN 58-244-001

**NSN:** 2540-20-A0Z-4901

ADVA-00060050:06178

**ITEM NAME:** REPLACEMENT FILTER AUTODRAIN

### Narrative Description

REPLACEMENT FILTER AUTODRAIN, FOR P018250,4440-20-A0X-1440 HEATLESS AIR DRYER, HALIFAX CLASS ECM SYSTEM.

**NSN:** 5120-20-A0Z-4902

P018244:06178

**ITEM NAME:** COUPLER GROUP REGULATOR

### Narrative Description

COUPLER GROUP REGULATOR FOR P018250,4440-20-A0X-1440, HEATLESS AIR DRYER FOR HALIFAX CLASS ECM SYSTEM.

**NSN:** 4210-20-A0Z-4907

P018245:06178

**ITEM NAME:** AUXILIARY REGULATOR

### Narrative Description

AUXILIARY REGULATOR FOR P018250,4440-20-A0X-1440, HEATLESS AIR DRYER FOR HALIFAX CLASS ECM SYSTEM.

**NSN:** 5945-20-A0Z-4929

P010530F1:06178

**ITEM NAME:** CYCLE TIMER

### Narrative Description

CYCLE TIMER, FOR P018250,4440-20-A0X-1440, HEATLESS AIR DRYER FOR HALIFAX CLASS ECM SYSTEM.

**NSN:** 5945-01-453-1843

P-400-589-DC1:06178

**ITEM NAME:** SOLENOID,ELECTRICAL

**NSN:** 1680-20-A0Z-4937

51305:06178

**ITEM NAME:** DESSICANT TOWER

### Narrative Description

DESSICANT TOWER FOR P018250,4440-20-A0X-1440, HEATLESS AIR DRYER FOR HALIFAX CLASS ECM SYSTEM.

**NSN:** 4920-20-A0Z-4938

51325:06178

**ITEM NAME:** AIR DRYER MAINTENANCE KIT

**Narrative Description**

AIR DRYER MAINTENANCE KIT FOR P018250,4440-20-A0X-1440, HEATLESS AIR DRYER FOR HALIFAX CLASS ECM SYSTEM.

**NSN:** 5920-20-A0Z-4941

P018233:06178

**ITEM NAME:** FUSE CARTRIDGE

**Narrative Description**

FUSE CARTRIDGE FOR P018250,4440-20-A0X-1440, HEATLESS AIR DRYER FOR HALIFAX CLASS ECM SYSTEM.

IDGE

**NSN:** 4440-01-716-4556

10040:06178

**ITEM NAME:** RETAINER,DEHYDRATOR SCREEN

**Characteristic**

**Reply**

**ITEM NAME**

60954

**PART NAME ASSIGNED BY CONTROLLING AGENCY**

MUFFLER

**SPECIAL FEATURES**

REPLACEMENT PART FOR VSA SERIES AIR DRYER 115VAC OR 240VAC, QUANTITY NEEDED 2 RECOMMEND SPARE 2

## **ANNEX “D” to PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENTS**

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

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



## ANNEX "E" - Federal Contractors Program for employment equity

Effective Date: 2023-06-08

### 1. Background

The Federal Contractors Program (FCP) for employment equity is intended to address employment disadvantages for the four designated groups: women, Aboriginal peoples, persons with disabilities and members of visible minorities. Its goal is to achieve equality so that no person is denied employment opportunities for reasons unrelated to ability.

In June 2013, a streamlined FCP was introduced with a focus on results and enables contractors to determine which initiatives best suit their organization in their efforts to achieve employment equity objectives. The Program threshold is \$1,000,000 and the ineligibility sanctions apply to all contracts for the acquisition of goods and services.

The requirements of the FCP are set out in the [Directive on the Management of Procurement](#), Annex D.3.

[General information on the FCP](#) is available on the Employment and Social Development Canada (ESDC)-Labour Program website.

### 2. Application

#### a. The FCP for employment equity applies to:

- i. procurements made on behalf of a federal department or agency listed under Schedule I, column I of Schedule I.1 or Schedule II of the *Financial Administration Act* (FAA) (for example, the Canadian Commercial Corporation, being listed in Schedule III, is not subject to the FCP) and who are covered by the Treasury Board [Directive on the Management of Procurement](#); and
- ii. all contracts and standing offers for the acquisition of goods and services, with the exception of those for:
  - A. the purchase or lease of real property;
  - B. construction (construction does not include architecture and engineering which are subject to the FCP).

#### b. The FCP imposes particular obligations onto Contracting/Standing Offer Authorities and Contractors when:

- i. contractors are to be awarded contracts estimated at \$1,000,000 or more (including all applicable taxes and not including options) or issued a Standing Offer (SO) where the call-up limitation is \$1,000,000 or more (including all applicable taxes);
- ii. a bidder/offeror:
  - A. is not regulated by the [Employment Equity Act](#) (for example, provincially regulated entities, entities registered in foreign countries, etc.);
  - B. has a combined workforce in Canada of 100 or more permanent full-time and/or permanent part-time employees;
  - C. is doing business directly with Canada (being the prime contractor with Canada and not a subcontractor).

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### 3. Obligations of Contractors subject to the FCP for employment equity

- a. A bidder/offeror who is subject to the FCP, must have an [Agreement to Implement Employment Equity \(AIEE\)](#) in place with ESDC-Labour Program or must complete and sign an AIEE form and send to ESDC-Labour Program before contract award or issuance of a standing offer.
- b. If the bidder/offeror is a joint venture, each member of the joint venture must determine if it is subject to the FCP and if so, comply with the requirements to have an AIEE in place as per subsection a. above.
- c. Once a bidder/offeror subject to the FCP is awarded a contract or issued a standing offer for call-ups estimated at \$1,000,000 or more, the contractor/offeror is required to honour its AIEE commitment to implement employment equity. This commitment is ongoing and not simply for the period of the contract or the standing offer for which it was initially signed.

### 4. Obligations of Contracting/Standing Offer Authorities

Once it has been determined that the client department or agency and the nature of the requirement are subject to the Federal Contractor's Program (FCP), the Contracting/Standing Offer Authorities should request and obtain from the bidders/suppliers, as appropriate, the necessary evidence of compliance with the FCP, namely a valid and current Agreement to Implement Employment Equity (AIEE) duly signed by an authorized executive of the company or a valid AIEE number issued by Employment and Social Development Canada – Labour (ESDC–Labour). The accuracy of the AIEE number can be confirmed by comparing it with the number listed for that organization/bidder in the FCP List of Certified Employers on the [Federal Contractors Program](#) (accessible only on the Government of Canada network) page.

Contracting/Standing Offer Authorities have, under the FCP for employment equity, different sets of obligations depending on the nature of the procurement document and the estimated value of the resulting contracts or call-ups against a standing offer (including all applicable taxes).

- a. Request for Supply Arrangement (RFSA)  
For an RFSA, the [standard procurement template](#) (accessible only on the Government of Canada network) should include an advance notice (Part 6 B – Resulting contract clauses) to inform suppliers of the possibility that the FCP may eventually apply to the procurement documents to be issued from the Supply Arrangements.
- b. Contracts estimated at under \$1,000,000  
For contracts estimated at **under** \$1,000,000 (including all applicable taxes and not including options) and Standing Offers with a call-up limitation for either PWGSC or a client department **under** \$1,000,000 (including all applicable taxes):
  - i. In Standing Offers, the "Limitation of Call-ups" clause of Part 7A– Standing Offer is to indicate an amount under \$1,000,000.
  - ii. All bid solicitation documents and Requests for Standing Offers are to include a **certification** by the bidder/offeror, as proposed in Part 5 of the standard procurement templates, declaring that the bidder/offeror is not listed on the FCP Limited Eligibility to Bid list on the [Federal Contractors Program](#) (accessible only on the Government of Canada network) page. (For exceptions, see article 5 of this Annex.)
  - iii. At the time of contract award/issuing of a Standing Offer, the Contracting/Standing Offer Authority is to verify the accuracy of such certification using ESDC-Labour Program's FCP "Limited Eligibility to Bid" list based on the names appearing on the bid/offer. If the name of the bidder/offeror, or even only one name within a

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bidder's/offeror's list of members if the bidder/offeror is a joint venture, appears on the list then the bid/offer is non-responsive.

- iv. In Standing Offers, the "Certifications" clause of Part 7A– Standing Offer, is to indicate that if the offeror gets listed by ESDC-Labour Program on the "FCP Limited Eligibility to Bid" list for not complying with employment equity requirements during the period of the Standing Offer, **the standing offer may be set-aside**. The Policy, Risk, Integrity and Strategic Management Sector will inform Standing Offer Authorities if any offeror gets added to the "FCP Limited Eligibility to Bid" list. In such circumstances, the Standing Offer Authorities will follow the usual PWGSC's setting-aside assessment procedures which include consideration of the elements listed under article 5 of this Annex.

In a competitive process, where multiple bids/offers have been received, the bidders/offerors will be considered non-compliant if the bidder's/offeror's name is on the "FCP Limited Eligibility to Bid" list. In such a competitive process, Contracting/Standing Offer Authorities should consider verifying if the bidder's/offeror's name is on the list prior to beginning the evaluation process so as to avoid unnecessary work for themselves and their clients. There is no requirement to evaluate bids that are non-responsive.

- c. Contracts estimated at \$1,000,000 or above  
For contracts estimated at \$1,000,000 or **above** (including all applicable taxes and not including options) and Standing Offers with a call-up limitation for either PWGSC or a client department at \$1,000,000 or **above** (including all applicable taxes):
  - . The obligations mentioned at paragraphs i. to iv. of subsection b. above are also applicable to contracts estimated to be at \$1,000,000 and above (including all applicable taxes and not including options) and Standing Offers with call-up limitations at \$1,000,000 and **above** (including all applicable taxes);
  - ii. Contracting/Standing Offer Authorities are to include a **second certification**, this time regarding factual information on the bidders/offerors, as shown in Part 5 - Certifications of the standard procurement templates and in the titled Federal Contractors Program for Employment Equity - Certification. This second certification is also required at the time of contract award/issuing of a Standing Offer. The information collected is to be used by the Contracting/Standing Offer Authority to determine if the bidders/offerors are subject or not to the FCP and consequently to determine which clauses to include or not into the procurement document.
    - A. When the bidder/offeror **is not subject to the FCP**, there will be no other clauses to add to the procurement document.
    - B. When the bidder **is subject to the FCP**, a clause allowing for the termination of the contract in the event that the bidder would become in breach to the AIEE and be added to the " FCP Limited Eligibility to Bid" list, is to be inserted, as indicated in the standard procurement templates. If such event was to occur, the Contracting Authorities would then follow the usual PWGSC's termination assessment procedures, which includes consideration of the elements listed under article 5 of this Annex.
    - C. As indicated in paragraph iv. of subsection b. above, all Standing offers are to include a clause allowing for the set-aside of a Standing Offer in the event that the offeror would become in breach of the AIEE and be added to the "FCP Limited Eligibility to Bid" list. When the offeror is subject to

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the FCP and call-ups are estimated to be at \$1,000,000 and above, an additional clause allowing for the termination of the call-up is also to be inserted as indicated in the standard procurement templates. For call-ups at \$1,000,000 or above if a breach was to occur, the Standing Offer Authorities would then follow the usual PWGSC's termination assessment procedures, which includes consideration of the elements listed under article 5 of this Annex. There is no such requirement for call-ups under \$1,000,000 (including all applicable taxes).

## 5. Exceptions

- a. In a non-competitive situation, if a bidder's/offeror's name appears on the "FCP Limited Eligibility to Bid" list, such bidder/offeror should not be awarded a contract or issued a standing offer unless required to do so by law or legal proceedings, or when Canada considers it necessary to the public interest for reasons which include, but are not limited to:
  - i. Only one person is capable of performing the contract/standing offer
  - ii. Emergency
  - iii. National security
  - iv. Health and safety
  - v. Economic harm
- b. The Contracting/Standing Offer Authority is to obtain prior approval from its Director General or its Regional Director General and document its file. The Contracting/Standing Offer Authority should communicate an exception to ESDC-Labour Program at [ee-eme@hrsc-rhdsc.gc.ca](mailto:ee-eme@hrsc-rhdsc.gc.ca).