

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

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

**11 Laurier St. / 11, rue Laurier**

**Place du Portage , Phase III**

**Core 0A1 / Noyau 0A1**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Load Cell Assembly		
<b>Solicitation No. - N° de l'invitation</b> W8482-132834/A	<b>Date</b> 2012-06-29	
<b>Client Reference No. - N° de référence du client</b> W8482-132834		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ML-035-22943		
<b>File No. - N° de dossier</b> 035ml.W8482-132834	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-07-18</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Tinkess, Dianne		<b>Buyer Id - Id de l'acheteur</b> 035ml
<b>Telephone No. - N° de téléphone</b> (819) 956-0178 ( )	<b>FAX No. - N° de FAX</b> (819) 956-0897	
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE MAIN SUPPLY BLDG RECEIPTS OFF. D206 HMC DOCKYARD HALIFAX Nova Scotia B3K5X5 Canada		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Marine Machinery and Services / Machineries et services maritimes

11 Laurier St. / 11, rue Laurier

6C2, Place du Portage

Gatineau

Québec

K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 1710-21-852-0369 LOAD CELL ASSEMBLY NSCM/CAGE - COF/CAGE: 36334 Part No. - N° de la partie: FCM2095-1	W0100	W010B	1	Each	\$XXXXXXXXXXXXX	See Herein	

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The requirement is in the Line Item Detail.

### 3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 SACC Manual Clauses

B1000T (2007-11-30) Condition of Material

B3000T (2006-06-16) Equivalent Products

#### 1.2 Substitute Products - Samples (DND)

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 ten (10) 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.

### 1.3 Delivery

While delivery is requested by 20 July, 2012, the best delivery that could be offered is \_\_\_\_\_ .

## 2. Submission of Bids

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

## 3. Enquiries - Bid Solicitation

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

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

## 4. Applicable Laws

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

#### **1.1 SACC Manual Clauses**

C3011T (2010-01-11), Exchange Rate Fluctuation

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

Bidders must submit the certifications required under Part 5.

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

#### **1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### **1.1 Financial Evaluation**

SACC Manual Clause A0222T (2010-01-11), Evaluation of Price

## 2. Basis of Selection

SACC Manual Clause A0069T (2007-05-25) Basis of Selection

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### 1.1 Federal Contractors Program - Certification

##### Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- a.( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- b.( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- c.( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but

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has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

d.( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_ .

Further information on the FCP is available on the HRSDC Web site.

## **1.2 Canadian Content Certification**

### **1.2.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition**

## **1.3 Canadian Content Certification**

This procurement is conditionally limited to Canadian goods.

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

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

The Bidder certifies that:

( ) the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.



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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Contractor must provide the items detailed under the "Line Item Detail".

### 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A (2012-03-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

All the deliverables must be received on or before 20 July 2012 .

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Dianne Tinkess  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Marine Systems Directorate  
Place du Portage, Phase III -6C2  
11 Laurier St.  
Gatineau, QC  
K1A 0S5  
Telephone : 819-956-0178  
Facsimile: 819-956-0897  
E-mail address: Dianne.Tinkess@tpsgc-pwgsc.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. Payment

### 6.1 Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in the line item detail. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

### 6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

### 6.3 Method of Payment

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

### 6.4 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor  
 C2605C (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor  
 C2608C (2010-08-16) Canadian Customs Documentation  
 C2801C (2011-05-16) Priority Rating - Canadian-based Contractors

## 7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. Invoices must be submitted on the supplier's own invoice form and must be prepared to show:
  - (a) The date
  - (b) Name and address of the consignee
  - (c) Item number, quantity, part number, reference number and description
  - (d) Contract number.
3. Invoices must be distributed as follows:
  - (a) The original and one (1) copy of all invoices must be forwarded to the appropriate consignee(s)
  - (b) One (1) copy must be forwarded to:
 

Department of National Defence (DND)  
 National Defence Headquarters (NDHQ)  
 101 Colonel By Drive, Ottawa, Ontario CANADA K1A 0K2  
 Attention: Robert Faloon, ADM (MAT)/DGMEPM/DMARP 4-3-4-8  
 Tel: 819-994-8417, Fax: 819-994-8709  
 Email: Robert.Faloon@forces.gc.ca
  - (c) One (1) copy must be forwarded to the contracting authority.

4. Payment will only be made on receipt of satisfactory invoices duly supported by specific release documents and/or other documents called for under this document. Invoices are not be submitted prior to shipment of materiel.

5. If payment is to be made to an address other than the address on the cover page of the contract, it is to be clearly identified within the body of the contract as the "Remit to" address. This address should include the following:

Company name  
Full Address  
City  
Province/State  
Postal/Zip Code

## 8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 8.2 SACC Manual Clauses

SACC Manual Clause A3060C (2008-05-12) Canadian Content Certification

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_. (The contracting authority will insert the name of the province or territory as specified by the Bidder in its bid, if applicable)

## 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) 2010A (2012-03-02) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated \_\_\_\_\_ (The contracting authority will insert the date of bid)

## 11. Defence Contract

SACC Manual clause A9006C (2008-05-12) Defence Contract

## 12. SACC Manual Clauses

A9131C (2011-05-16) Controlled Goods Program  
B4060C (2011-05-16) Controlled Goods  
B7500C (2006-06-16) Excess Goods  
D2000C (2007-11-30) Marking  
D2001C (2007-11-30) Labelling  
D2025C (2008-12-12) Wood Packaging Materials

D5510C (2011-05-16) Quality Assurance Authority (DND) - Canadian-based Contractor  
 D5511C (2010-01-11) Test Validation  
 D5515C (2010-01-11) Quality Assurance Authority (DND) - Foreign-based and United States Contractor  
 D5540C (2010-08-16) ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)  
 D5604C (2008-12-12) Release Documents (DND) - Foreign-based Contractor  
 D5605C (2010-01-11) Release Documents (DND) - United States-based Contractor  
 D5606C (2007-11-30) Release Documents (DND) - Canadian-based Contractor  
 D6009C (2008-05-12) Shipping Instructions - Delivery and Destination Schedules Unknown  
 D6010C (2007-11-30) Palletization  
 D9002C (2007-11-30) Incomplete Assemblies

### 13. Preparation for Delivery

The Contractor must prepare item number 001 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 001 in quantities of 1 each by package.

### 14. Shipping Instructions - Delivery at Destination

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

- A. Free on Board (Destination) common carrier (destination of consignee) for shipments from the United States government; or
- B. Delivered Duty Paid (DDP) (destination of consignee) Incoterms 2000 for shipments from a commercial contractor.

### 15. Release Documents - Distribution

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

- a. Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- b. Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- c. Copy 4: to the Contracting Authority;
- d. Copy 5: to:  
 National Defence Headquarters  
 MGen George R. Pearkes Building  
 101 Colonel By Drive  
 Ottawa, ON K1A 0K2  
 Attention: Robert Faloon ADM(MAT)/DGMEPM/DMARP 4-3-4-8  
 Procurement Officer/Supply Manager SMC 25E  
 Tel: 819-994-8417 Email: Robert.Faloon@forces.gc.ca
- e. Copy 6: to the Quality Assurance Representative;

Solicitation No. - N° de l'invitation

W8482-132834/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

035ml

Client Ref. No. - N° de réf. du client

W8482-132834

File No. - N° du dossier

035mlW8482-132834

CCC No./N° CCC - FMS No/ N° VME

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f. Copy 7: to the Contractor;

g. Copy 8: all non-Canadian contractors to:  
DQA/Contract Administration  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2  
E-mail: ContractAdmin.DQA@forces.gc.ca.