



**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> DEPOT STOCK REPLENISHMENT	
<b>Solicitation No. - N° de l'invitation</b> W8486-135561/A	<b>Date</b> 2012-07-13
<b>Client Reference No. - N° de référence du client</b> W8486-135561	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BL-275-22989	
<b>File No. - N° de dossier</b> 275bl.W8486-135561	<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 2012-08-27</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> Louis-Seize, Josée	<b>Buyer Id - Id de l'acheteur</b> 275bl
<b>Telephone No. - N° de téléphone</b> (819) 956-8967 ( )	<b>FAX No. - N° de FAX</b> (819) 956-0648
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N3V9 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**

Armoured Vehicles - Life Extension/Prolongation de vie,  
véhicules blindés

11 Laurier St./11, rue Laurier

Place du Portage Phase III 6C1

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/ 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: 6150-20-005-5463 CABLE ASSEMBLY, SPECIAL PURPOSE, ELE CTRICA NSCM/CAGE - COF/CAGE: L0782 Part No. - N° de la partie: AC40365-13	WB941	W8486	10	Each	\$		XXXXXXXXXXXX	See Herein	
2	NSN - NNO: 6150-20-005-5475 CABLE ASSEMBLY, SPECIAL PURPOSE, ELE CTRICA NSCM/CAGE - COF/CAGE: L0782 Part No. - N° de la partie: AC40365-30	WB941	W8486	10	Each	\$		XXXXXXXXXXXX	See Herein	
3	NSN - NNO: 6150-20-005-5480 CABLE ASSEMBLY, SPECIAL PURPOSE, ELE CTRICA NSCM/CAGE - COF/CAGE: L0782 Part No. - N° de la partie: AC40365-31	WB941	W8486	100	Each	\$		XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
4	NSN - NNO: 6150-20-005-5485 CABLE ASSEMBLY, SPECIAL PURPOSE, ELE CTRICA NSCM/CAGE - COF/CAGE: L0782 Part No. - N° de la partie: AC40365-32	WB941	W8486	100	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
5	NSN - NNO: 6150-20-005-5503 CABLE ASSEMBLY, SPECIAL PURPOSE, ELE CTRICA NSCM/CAGE - COF/CAGE: L0782 Part No. - N° de la partie: AC40368-10	WB941	W8486	100	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
6	NSN - NNO: 5340-20-005-5754 PLATE, MOUNTING NSCM/CAGE - COF/CAGE: L0782 Part No. - N° de la partie: AC40368-06-02-01	WB941	W8486	5	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
7	NSN - NNO: 8105-20-005-5969 VRS BAG NSCM/CAGE - COF/CAGE: L0782 Part No. - N° de la partie: AC40368-11	WB941	W8486	100	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
8	NSN - NNO: 8105-20-005-5972 VRS BAG NSCM/CAGE - COF/CAGE: L0782 Part No. - N° de la partie: AC40368-12	WB941	W8486	100	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
9	NSN - NNO: 5305-20-005-6149 SCREW,CAP, SOCKET HEAD NSCM/CAGE - COF/CAGE: L0782 Part No. - N° de la partie: HW20083	WB941	W8486	100	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
10	NSN - NNO: 5340-20-006-5544 BRACKET, ANGLE • NSCM/CAGE - COF/CAGE: L0782 Part No. - N° de la partie: AC40368-07	WB941	W8486	25	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	
11	NSN - NNO: 5340-20-006-5545 BRACKET, ANGLE NSCM/CAGE - COF/CAGE: L0782 Part No. - N° de la partie: AC40368-01	WB941	W8486	5	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	



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
12	BRACKET, MOUNTING NSCM/CAGE - COF/CAGE: L0782 Part No. - N° de la partie: AC40368-01-04	WB941	W8486	20	Each	\$ XXXXXXXXXXXX	See Herein	

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Solicitation No. - N° de l'invitation

W8486-135561/A

Amd. No. - N° de la modif.

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275b1W8486-135561

Buyer ID - Id de l'acheteur

275b1

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

W8486-135561

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The proposed Contractor must supply the Item(s) as detailed on the Line Item Detail Pages.

## 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 Manual issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website: <http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

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.

**1.1** The 2003 (2012/03/02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.2 SACC Manual Clauses

B1000T	2007/11/30	Condition of Material
B3000T	2006/06/16	Equivalent Products

### 2. Note to Bidders

- a) This Request for Proposal, (RFP), is structured so that it will be similar to any resulting Contract. As such the words "Contract" and "Contractor" are to be read as "any resulting Contract" and "proposed Contractor" respectively.
- b) Changes to proposals will not be accepted after the solicitation closing date.
- c) There will be no direct payment by the Crown for any costs incurred in the preparation and submission of proposals resulting from this RFP.

### 3. Submission of Proposals

Proposals 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 Request for Proposal.

### 4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **five (5)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

### 5. Applicable Laws

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

## 6. Basis of Payment

All prices quoted are to be firm unit prices in Canadian funds Delivered Duty Paid (DDP) at Consignee, as per Incoterms 2000. The amount of the Goods and Services Tax and/or Harmonized Sales Tax is/are to be shown as separate items.

## 7. Delivery

Delivery is required as soon as possible. Bidders are required to specify their proposed delivery date in the Line Item Detail Delivery Offered column.

## 8. Description and Traceability

- a) The description given in the line items may be a short description. The full description is available in the public domain. The NATO Stock Number may include a part number or numbers in addition to that listed in the description of a line item. It is the responsibility of the bidder to refer to the NATO Stock Number and to ascertain therefrom such other part number as may fulfil the requirements of the NATO Stock Number. Part numbers with a RNCC/RNVC code of 5-9, 6-9 or D-9 are not acceptable part numbers.
- b) **Traceability** - Items offered shall not be identified as being produced by a NATO Supply Code for Manufacturer (NSCM) unless produced by that manufacturer or its accredited manufacturer/supplier. **It is the bidder's responsibility** to ensure that they and/or their supplier are legally entitled to manufacture the parts which are being offered.

## 9. Substitute - Equivalent

Products equivalent in form, fit, function and quality will be considered only if the Bidder:

- 1) designates the trade reference of the substitutes and the name of the manufacturer, and,
- 2) provides upon request complete specifications and descriptive literature for the substitutes.

The Bidder warrants that the proposed equivalent substitutes will be fully interchangeable with the trade reference specified.

## 11. Assurance of Nato Supply Code for Manufacturer (NSCM) Traceability

For the purposes of this solicitation, the NSCM (one or more) specified in this Request for Proposal (RFP) is the only approved source(s) of supply for the part number it is referenced with.

When the specified part number is proposed for supply by the bidder, the related specified NSCM shall only be offered by the bidder if the material to be supplied as the specified part number can be traced with documentary evidence directly to the NATO approved source of supply.

In the event that the bidder proposes to supply, under the specified part number, material which can neither be demonstrated by the bidder as originating directly from the approved source of

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supply nor as supplied under the specified NSCM with the specific written permission of the approved source of supply, the bidder is obligated to specify the alternate manufacturer for the material proposed under the specified part number and not mention the specified NSCM.

Material supplied for the items specified in any subsequent contract will be subject to investigation by the Crown. Material which can neither be demonstrated by the Contractor as having originated directly from the NSCM specified for the item in the contract, nor as supplied with the specific written permission of this specified NSCM, will be subject to the following action by the Crown.

The Crown may either:

- a) terminate the contract for default with respect to that item, return the item to the Contractor at the Contractor's risk and expense, and demand and receive from the Contractor (who shall forthwith so pay) all procurement and other costs incurred by the Crown, including any increased costs required for the purpose of expediting production; or
- b) retain the item, and demand and receive from the Contractor (who shall forthwith so pay) the difference between the Contractor's costs relating to the item, as determined by the Crown, and the costs which, in the Crown's opinion, the Contractor would have incurred had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

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## **PART 3 - EVALUATION PROCEDURES, BASIS OF SELECTION AND CERTIFICATION**

### **1. Evaluation Procedures**

Bids will be evaluated in accordance with the Basis of Selection specified below

### **2. Basis of Selection for Items 001 to 012**

To be considered responsive, a bid must meet all of the following mandatory requirements of this solicitation:

1. Technical requirement (NSN, part number or substitute/equivalent)
2. All other clauses, terms and conditions stipulated in this RFP

Bids not meeting all of the mandatory requirements will be given no further consideration. The responsive bid with the "lowest evaluated price on an item by item basis" will be recommended for award of a contract.

### **3. 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 the 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.

### **4. Certifications Precedent to Contract Award**

The certifications listed below should be submitted with the bid, but may be completed and submitted afterwards. If any of these required certifications is not completed or 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.

### **5. Federal Contractors Program - Over \$25,000 and under \$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.

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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 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.  
<http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml>

**PART 4 - RESULTING CONTRACT CLAUSES**

**SECTION A - ADMINISTRATION**

**A1. Security Requirement**

There is no security requirement associated with the requirement.

**A2. Authorities**

**2.1 Contracting Authority**

The Contracting Authority for the Contract is:

Josée Louis-Seize  
Contracting Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Defence & Major Projects Sector  
Place du Portage, Phase III, 6C1  
11 Laurier Street  
Gatineau, Quebec K1A 0S5

Telephone: (819) 956-8967  
Facsimile: (819) 956-0648  
E-mail address: josee.louis-seize@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.

**2.2 Contractor's Representative**

Name and telephone number of the person responsible for:

**General enquiries**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**Delivery follow-up**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### **A3. 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 issued by Public Works and Government Services Canada (PWGSC). The Manual is available on the PWGSC Website:

<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>

#### **3.1 General Conditions**

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

### **A4. Certifications**

**4.1** 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 entire contract period. 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.

### **A5. Applicable Laws**

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

### **A6. Defence Contract**

The Contract is a defence contract within the meaning of the Defence Production Act, R.S.C. 1985, c. D-1, and must be governed accordingly.

Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the Defence Production Act.

### **A7. 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 \_\_\_\_\_.

### **A8. Communications Notification.**

As a courtesy, the Government of Canada requests that successful bidders notify the contracting authority in advance of their intention to make public an announcement related to the award of the Contract.

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## SECTION B - REQUIREMENT

**B1. Requirement**

The Contractor must supply the Items as detailed on the Line Item Detail Pages.

**B2. Material**

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

**B3. Term of Contract****3.1 Delivery Date**

Delivery shall be made on or before. \_\_\_\_\_ .

**B4. SACC Manual Clauses**

A9131C	2011/05/16	Controlled Goods Program
D5545C	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) Items 001 to 012
D5510C	2010/01/11	Quality Assurance Authority (DND) - Canadian Based Contractor
D5606C	2007/11/30	Release Documents (DND) - Canadian-based Contractor
D6010C	2007/11/30	Palletization

**B5. Delivery Appointments**

The Contractor is required to arrange delivery appointments by contacting the Depot Traffic Section. The Department of National Defence reserves the right to refuse shipments without prior arrangement. Delivery appointments can be arranged by telephone/fax:

- |    |                       |                             |
|----|-----------------------|-----------------------------|
| 1. | 25 CFSD Montreal, Que | Tel: 514-252-2777 ext. 2363 |
|    |                       | Fax: 514-252-2568           |

**B6. Preparation for Delivery**

- 6.1 The Contractor must prepare **Item 001 to 012** for delivery in accordance with the latest issue of the Canadian Forces packaging specifications D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package **ALL ITEMS** in quantities determined by unit of issue.

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File No. - N° du dossier

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Buyer ID - Id de l'acheteur

275b1

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

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**B7. Shipping Instructions - Delivery at Destination**

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

Delivered Duty Paid (DDP) 25 CFSD Montréal, Québec, Incoterms 2000 for shipments from a commercial contractor. The contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

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## SECTION C - FINANCE

### C1. Payment

#### 1.1 Basis of Payment

The Contractor will be paid firm unit prices in Canadian funds Delivered Duty Paid (DDP) Consignees as per Incoterms 2000.

#### 1.2 SACC Manual Clauses

B4060C	2011/05/16	Controlled Goods
C6000C	2007/05/25	Limitation of Price
H1001C	2008/05/12	Multiple Payments

### C2. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - (a) The original and one (1) copy to - Consignee
  - (b) One copy to:

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2

Attention:
  - (c) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.