

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Regina (REG)
Suite 201, 1800 11th Ave
Regina
Sask.
S4P 0H8
Bid Fax: (306) 780-5601

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

| | |
|--|--|
| Title - Sujet Led Lights Fixture | |
| Solicitation No. - N° de l'invitation W0142-13C002/A | Date 2012-04-23 |
| Client Reference No. - N° de référence du client W0142-13C002 | |
| GETS Reference No. - N° de référence de SEAG PW-\$REG-151-4453 | |
| File No. - N° de dossier REG-1-34252 (151) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-04 | |
| Time Zone Fuseau horaire Central Daylight Saving Time CDT | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Wilke, Allan R. | |
| Buyer Id - Id de l'acheteur reg151 | |
| Telephone No. - N° de téléphone (306) 780-6745 () | FAX No. - N° de FAX (306) 780-5601 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE RALSTON AB BLDG 322 RALSTON Alberta T0J 2N0 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

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

Issuing Office - Bureau de distribution
Regina (REG)
Suite 201, 1800 11th Avenue
Regina
Sask.
S4P 0H8

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions
2. Additional Information

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses

List of Annexes:

- | | |
|---------|------------------|
| Annex A | Requirement |
| Annex B | Basis of Payment |

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

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
B4024T (2006-08-15), No Substitute Products

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 ten (10) 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 Saskatchewan.

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: Financial Bid (1 hard copy)

Section II: 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: 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 II: Certifications

Bidders must submit the certifications required under Part 5.

2. Additional Information

2.1 Delivery Date

While delivery is requested by July 1, 2012, the best delivery that could be offered is _____.

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.

1.1 Financial Evaluation

The Bids will be assessed and accepted on a low aggregate basis. Low aggregate will be determined summing all the total prices:

ITEM 001 + ITEM 002 + ITEM 003 + ITEM 004 + ITEM 005 + ITEM 006 + ITEM 007 + ITEM 008
+ ITEM 009 + ITEM 010 + ITEM 011 + ITEM 012 + ITEM 013 + ITEM 014 + ITEM 015
+ ITEM 016 + ITEM 017 + ITEM 018 + ITEM 019 + ITEM 020 + ITEM 021 + ITEM 022
+ ITEM 023 = Evaluated Price

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

2. Basis of Selection

- 2.1 A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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 - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. 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), in which case a duly signed certificate of commitment is attached;

D. () is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

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

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 "Requirement" at Annex "A".

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 _____ (To be inserted by PWGSC on contract award).

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Allan Wilke
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: #201 - 1800 11th Avenue, Regina, Saskatchewan

Telephone : (306) 780-6745
Facsimile: (306) 780-5601
E-mail address: allan.wilke@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.

5.2 Project Authority

The Project Authority for the Contract is: (TO BE DETERMINED)

Name: _____
Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project 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.

5.3 Contractor's Representative

Name : _____

Title : _____

Organisation : _____

Telephone number : ____ - ____ - _____

Fax number : ____ - ____ - _____

E-mail : _____

6. Payment

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 lot prices, as specified in Annex B for a cost of \$ _____ (To be inserted by PWGSC on contract award). 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 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

6.3 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on the call-up document for certification and payment.

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.

9. Applicable Laws

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

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 (2012-03-02), General Conditions - Goods (Medium Complexity);
(c) Annex A, Requirement;
(d) Annex B, Basis of Payment;
(e) the Contractor's bid dated _____ .

11. Insurance

G1005 (2008-05-12), Insurance

12. SACC Manual Clauses

B7500C (2006-06-16), Excess Goods

Solicitation No. - N° de l'invitation

W0142-13C002/A

Amd. No. - N° de la modif.

File No. - N° du dossier

REG-1-34252

Buyer ID - Id de l'acheteur

reg151

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

W0142-13C002

CCC No./N° CCC - FMS No/ N° VME

ANNEX "A"

REQUIREMENT

For the supply and delivery of various LED lighting parts as listed in Annex "B" - Basis of Payment for the Department of National Defence, CFB Suffield, in Ralston, Alberta.

ANNEX "B"**BASIS OF PAYMENT**

Bidders are to provide firm prices for all items, GST extra if applicable, DDP Destination Incoterms® 2000, including all delivery and off-loading charges.

| Item | Description | Unit Price | Qty | Total Price |
|-----------------|---|------------|-----|-------------|
| ITEM 001 | Acculite Polaris LED DS Quarter Sphere Part# DS-25L-41K-UN-BL | \$_____ | 3 | \$_____ |
| ITEM 002 | Acculite Polaris LED DS Quarter Sphere Part# DS-50L-41K-UN-BL | \$_____ | 3 | \$_____ |
| ITEM 003 | Rab Wall Lite 12W LED Part# WL-LED-12W-NW-BLK | \$_____ | 13 | \$_____ |
| ITEM 004 | Rab Wall Light 12W LED Part# WL-LED-12W-NW-BLK-PC | \$_____ | 26 | \$_____ |
| ITEM 005 | Ruud 3-bar (60-led) XAL1 series Edge Area Light Type II medium Part# X-AL-1-2-06-D-U-Z-D-7 | \$_____ | 29 | \$_____ |
| ITEM 006 | Ruud 3-bar (60-led) XAL1 series Edge Area Light Type II medium Part# X-AL-1-2-06-D-V-Z-D-7 | \$_____ | 6 | \$_____ |
| ITEM 007 | Ruud 4-bar (80-led) XAL1 series Edge Area Light Type II medium Part# X-AL-1-2-08-D-U-Z-C-7 | \$_____ | 2 | \$_____ |
| ITEM 008 | Ruud 4-bar (80-led) XAL3 series Edge Area Light Type II medium Part# X-AL-3-2-08-D-U-Z-D-7 | \$_____ | 15 | \$_____ |
| ITEM 009 | Ruud 2-bar (40-led) X-AR series Edge Round Area Light Type V medium Part# X-AR-F-5-04-D-U-Z-C-7 | \$_____ | 1 | \$_____ |
| ITEM 010 | Ruud 2-bar (40-led) X-CL Edge Canopy Light Nema 6x6 Part# X-CL-0-A-04-D-U-Z-C-7 | \$_____ | 4 | \$_____ |
| ITEM 011 | Ruud 2-bar (40-led) XCP2 series 304 Series Recessed Type V medium Part# X-CP-2-5-04-D-U-Z-H-7 | \$_____ | 2 | \$_____ |
| ITEM 012 | Ruud 2-bar (40-led) X-SE series Edge wall pack Type II medium Part# X-SE-0-2-02-D-1-S-C-7-P | \$_____ | 26 | \$_____ |

W0142-13C002/A

reg151

W0142-13C002

REG-1-34252

| | | | | |
|------------------------------------|---|----------|----|-----------------|
| ITEM 013 | Ruud 1-bar (20-led) X-SE series Edge wall pack Type II medium Part# X-SE-0-2-02-D-1-Z-C-7-P | \$ _____ | 30 | \$ _____ |
| ITEM 014 | Ruud 1-bar (20-led) X-SE series Edge wall pack Type II medium Part# X-SE-0-2-02-D-U-Z-C-7 | \$ _____ | 79 | \$ _____ |
| ITEM 015 | Ruud 1-bar (20-led) X-SE series Edge wall pack Type II medium Part# X-SE-0-2-02-D-V-Z-C-7 | \$ _____ | 35 | \$ _____ |
| ITEM 016 | Ruud 2-bar (40-led) X-SE series Edge wall pack Type II medium Part# X-SE-0-2-04-D-1-Z-C-7-P | \$ _____ | 2 | \$ _____ |
| ITEM 017 | Ruud 2-bar (40-led) X-SE series Edge wall pack Type II medium Part# X-SE-0-2-04-D-U-Z-C-7 | \$ _____ | 33 | \$ _____ |
| ITEM 018 | Ruud 3-bar (60-led) X-SE series Edge wall pack Type II medium Part# X-SE-0-G-06-D-1-Z-C-7-P | \$ _____ | 5 | \$ _____ |
| ITEM 019 | Ruud 3-bar (60-led) X-SE series Edge wall pack Type II medium Part# X-SE-0-G-06-D-U-Z-C-7 | \$ _____ | 9 | \$ _____ |
| ITEM 020 | Ruud 3-bar (60-led) XSLO-04-06 series LEDway street light Type II medium Part# X-SL-0-2-06-D-U-S-D-7 | \$ _____ | 1 | \$ _____ |
| ITEM 021 | Ruud 4-bar (80-led) X-SLO-7-9 series LEDway street light Type II medium Part# X-SL-0-2-08-D-U-S-D-7 | \$ _____ | 13 | \$ _____ |
| ITEM 022 | Ruud 4-bar (80-led) X-SLO-7-9 series LEDway street light Type II medium Part# X-SL-0-2-08-D-U-S-D-7-R | \$ _____ | 5 | \$ _____ |
| ITEM 023 | Ruud 3-bar (60-led) XAL3 series Edge Area Light Type II medium Part# X-AL-3-2-06-D-U-Z-D-7 | \$ _____ | 4 | \$ _____ |
| TOTAL (ITEM 001 - ITEM 023) | | | | \$ _____ |

In case of discrepancy between extended prices and unit prices, the unit prices will be used for the evaluation.