

**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

Title - Sujet TEST ADAPTER, QUADRANTS	
Solicitation No. - N° de l'invitation W8486-135402/A	Date 2012-10-09
Client Reference No. - N° de référence du client W8486-135402	
GETS Reference No. - N° de référence de SEAG PW-\$\$BM-013-23250	
File No. - N° de dossier 013bm.W8486-135402	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-19	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Patrick(bm div), Norm	Buyer Id - Id de l'acheteur 013bm
Telephone No. - N° de téléphone (819) 956-6830 ()	FAX No. - N° de FAX (819) 956-5650
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

Weapons Systems Division/Division des systèmes d'arme

11 Laurier St. / 11, rue Laurier

8C2, Place du Portage

Gatineau

Québec

K1A 0S5

Delivery Required - Livraison exigée See Herein	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

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013bmW8486-135402

Buyer ID - Id de l'acheteur

013bm

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

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CCC No./N° CCC - FMS No/ N° VME

Annexes:

Annex A - Price and Delivery Schedule

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with the requirement.

1.2 Requirement

The requirement is detailed at Annex "A" to this document.

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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) 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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation. .

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 on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 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.

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, Canada.

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. Availability of Drawings

Drawings are available upon request. Bidders are to fax their request for drawings to: PWGSC - Attention: Norm Patrick, Fax No.: (819) 956-5650 specifying the PWGSC File No. Bidders are responsible to request drawings early enough to ensure that the drawings are received (through regular mail) before bid closing.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 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.

3.1.1 SACC Manual Clauses

C3011T	(2010-01-11)	Exchange Rate Fluctuations
B4024T	(2006-08-15)	No Substitute Products

Section II: Certifications

Bidders must submit the certifications required under Part 5.

3.2 Delivery

While delivery is requested by as soon as possible, the best delivery that could be offered is

3.3 Price Justification

In the event that the Bidder's bid is the sole responsive bid received, the Bidder must provide, on Canada's request, one or more of the following price justification:

- (a) a current published price list indicating the percentage discount available to Canada; or
- (b) a copy of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- (c) a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- (d) price or rate certifications; or
- (e) any other supporting documentation as requested by Canada.

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.

4.2 Basis of Selection

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

- a. Technical requirement (NSN, description and part number);
- b. Basis of Payment; and
- c. All other clauses, Terms and Conditions stipulated in this Solicitation and Resulting Contract.

4.2.2. Bids not meeting all of the mandatory requirements will be given no further consideration. The Contract will be awarded to the lowest priced responsive Bidder.

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. Code of Conduct Certification-Certifications Required Precedent to Contract Award

1.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors

before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. Federal Contractors Program - Certification

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, 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, 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 requirement is detailed at Annex "A" to this document.

3. Condition of Material

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.

4. 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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

4.1 General Conditions

2010A (2012-07-16) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The text under Subsection 4 of Section 29 - Code of Conduct and Certifications - Contract of 2010A referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

5. Term of Contract

5.1 Delivery Date

All the deliverables must be received on or before (to be inserted at Contract Award).

6. Authorities

6.1 Contracting Authority

The Contracting Authority for the Contract is:

Norm Patrick
Public Works and Government Services Canada
Acquisitions Branch
Defence and Major Projects Sector (DMPS)
Place du Portage, Phase III, 8C2
11 Laurier Street
Gatineau, Quebec K1A 0S5

Telephone: 819-956-6830
Facsimile: 819-956-5650
E-mail address: norm.patrick@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.

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6.2. Technical Authority

The Technical Authority for the Contract is:

TO BE ADVISED

Telephone: (819) 997-XXXX

Facsimile: (819) 997-

E-Mail: XXXXX@forces.gc.ca

Mailing Address National Defence Headquarters MGen George R. Pearkes Building 101 Colonel By Drive Ottawa, Ontario K1A 0K2 Canada Attention: TO BE ADVISED Courier
Address Department of National Defence National Printing Bureau Building 45 Blvd. Sacré-Coeur Gatineau, Quebec J8X 1C6 Canada Attention: TO BE ADVISED

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.

6.3 Requisition Authority

The Requisition Authority for the Contract is:

TO BE ADVISED

Telephone: (819) 997-XXXX

Facsimile: (819) 994-

E-Mail: xxxxxxxx@forces.gc.ca

Mailing Address National Defence Headquarters MGen George R. Pearkes Building 101 Colonel By Drive Ottawa, Ontario K1A 0K2 Canada Attention: TO BE ADVISED Courier
Address Department of National Defence National Printing Bureau Building 45 Blvd. Sacré-Coeur Gatineau, Quebec J8X 1C6 Canada Attention: TO BE ADVISED

6.4 Contractor's Representative

Name: _____

Title: _____

Address: _____

Telephone: _____

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

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Facsimile: _____

E-mail address: _____

7. Payment

7.1 Basis of Payment - Firm Price or Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____ (insert the amount at contract award) in Canadian funds, DDP Consignees. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is included, if applicable.

7.2 SACC Manual Clauses

C6000C	(2011-05-16)	Limitation of Price
H1001C	(2008-05-12)	Multiple Payments
C2000C	(2007-11-30)	Taxes - Foreign-based Contractor

8. Invoicing Instructions

8.1. 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.

8.3. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the following address for certification and payment:

Department of National Defence
101 Colonel By Drive
Ottawa, ON. K1A 0K2
Attn: TBD

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

(c) one (1) copy must be forwarded to the consignee.

9. Certifications

9.1 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.

10. Applicable Laws

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

11. 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 (2012-07-16) General Conditions - Goods (Medium Complexity)
- (c) the Contractor's bid dated _____

12. SACC Manual Clauses

A9006C	(2008-05-12)	Defence Contract
C2611C	(2007-11-30)	Customs Duties - Contractor Importer
D2025C	(2008-12-12)	Wood Packaging Materials
D5545C	(2010-08-16)	ISO 9001:2008 Quality management Systems (QAC C)
D6010C	(2007-11-30)	Palletization
D2001C	(2007-11-30)	Labelling

13. Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Incoterms 2000 for shipments from a commercial contractor.

14. Limitation of Contractor's Liability for Damages to Canada

14.1 This section applies despite any other provision of the Contract. Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

14.2 Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to the total value of the contract \$_____ (insert the amount at contract award)

This limitation of the Contractor's liability does not apply to:

- (a) any infringement of intellectual property rights; or
- (b) any breach of warranty obligations.

14.3 Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.

15. Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

Annex “A” to W8486-135402

Item No	Req. Item No	Description	NSN No.	Qty Req'd	Unit Price	Total Line Price	Delivery
1	18	Fixture, Test, Fire Control Instr.	4931-20-006-9678	11			
2	19	Fixture, Test, Fire Control Instr.	4931-20-006-9724	11			
3	20	Ring, Retaining, Instrument	5365-20-007-0273	11			
4	21	Fixture, Test, Fire Control Instr.	4931-20-006-9679	11			
5	22	Fixture, Test, Fire Control Instr.	4931-20-006-9677	11			
6	23	Ring, Retaining, Instrument	5365-20-007-0272	11			
7	24	Ring, Retaining, Instrument	5365-20-007-0181	11			
8	25	Ring, Retaining, Instrument	5365-20-007-0180	11			
9	26	Fixture, Test, Fire Control Instr.	4931-20-006-9728	11			
10	27	Fixture, Test, Fire Control Instr.	4931-20-006-9727	11			
11	28	Ring, Retaining, Instrument	5365-20-007-0278	11			
12	29	Ring, Retaining, Instrument	5365-20-007-0277	11			

13	30	Fixture, Test, Fire Control Instr.	4931-20-006-9726	11					
14	31	Fixture, Test, Fire Control Instr.	4931-20-006-9725	11					
15	32	Fixture, Test, Fire Control Instr.	4931-20-006-9731	11					