

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 PATCH PANELS	
Solicitation No. - N° de l'invitation W8482-133506/A	Date 2012-09-20
Client Reference No. - N° de référence du client W8482-133506	
GETS Reference No. - N° de référence de SEAG PW-\$\$QE-063-23189	
File No. - N° de dossier 063qe.W8482-133506	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-10-15	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Norris, Chantale	Buyer Id - Id de l'acheteur 063qe
Telephone No. - N° de téléphone (819) 956-0571 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div>Specified Herein Précisé dans les présentes</div>	

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

Security and Information Operations Division/Division de la
sécurité et des opérations d'information

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

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W0100	DEPARTMENT OF NATIONAL DEFENCE MAIN SUPPLY BLDG RECEIPTS OFF. D206 HMC DOCKYARD HALIFAX Nova Scotia B3K5X5 Canada	W010B	DEPARTMENT OF NATIONAL DEFENCE ACCT PAYABLE SECTION BUILDING #D155, 3RD FL HALIFAX Nova Scotia B3K5X5 Canada
W2B02	DEPARTMENT OF NATIONAL DEFENCE MAIN WAREHOUSE BLDG 66 COLWOOD VICTORIA British Columbia V9A7N2 Canada	W2B02	DEPARTMENT OF NATIONAL DEFENCE MAIN WAREHOUSE BLDG 66 COLWOOD VICTORIA British Columbia V9A7N2 Canada

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: 5895-01-459-2230 PANEL, PATCHING, COMMUNICATION Part # PAK-002-02CR 5/2 or Part # 2093030008 - 3/2 are acceptable. NSCM/CAGE - COF/CAGE: 56657	W0100	W010B	12	Each	\$	XXXXXXXXXXXX	See Herein	
2	NSN - NNO: 5895-01-459-2230 PANEL, PATCHING, COMMUNICATION Part # PAK-002-02CR 5/2 or Part # 2093030008 - 3/2 are acceptable. NSCM/CAGE - COF/CAGE: 56657	W2B02	W2B02	12	Each	\$	XXXXXXXXXXXX	See Herein	

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Line Item Detail

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed in the Requirement at 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

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. 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 two (2) 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

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)

(<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 8.5 x 11 inch (216 mm x 279 mm) 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 must include all of the items detailed at Line Item Detail.

Section II: Financial Bid

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

1.1 Exchange Rate Fluctuation

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****1.1 Technical Evaluation**

Bids must be compliant with the Requirement at Line Item Detail.

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, DDP destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

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. Code of Conduct Certifications - 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. 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.

2.1 Federal Contractors Program - Certification

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

() 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;

() is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

() 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;

() 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.

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 in 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 Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

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

The text under Subsection 04 of Section 29- Code of Conduct and Certifications of (2012-07-16) 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.

3.2 Supplemental General Conditions

4001 (2010-08-16) Supplemental General Conditions - Hardware Purchase, Lease and Maintenance, 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 _____ (*bidder to insert best delivery date after receipt of order*).

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Chantale Norris
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Electronics, Munitions and Tactical Systems Procurement Directorate
Place du Portage, Phase III, 8C2
Gatineau, Quebec
Canada K1A 0S5
Telephone: 819-956-0571
Facsimile: 819-956-6907
E-mail address: chantale.norris@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:

Life Cycle Material Manager
DMSS 8-9-4
Department of National Defence
Attn: TBD

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 Requisition Authority

The requisitioning Authority for this contract is:

Department of National Defence
DGMEPM / D Mar P 4-3-6-2
Gatineau, Canada K1A 0K2
Attention: TBD

5.4 Contractor's Representative

Name: _____
Tel No.: _____
Fax no: _____
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 unit price in Canadian dollars, 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.

6.3 Method of Payment

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

6.4 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered DDP Delivery Duty Paid Incoterms 2000 for shipments from a commercial supplier.

6.2 Limitation of Price

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

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

2. Claims must be distributed as follows:

(a) The original invoice and one (1) copy must be submitted to the consignee(s) as per Line Item Detail.

(b) one (1) copy must be submitted to the Requisition Authority for certification and payment:

Department of National Defence
National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: TBD

c) One (1) copy must be sent to the Contracting Authority for review. For complete mailing address, see Section 5 Authorities under Article 5.1 Contracting Authority.

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 Ontario.

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) 4001 (2010-08-16) Supplemental General Conditions - Hardware Purchase, Lease and Maintenance;
- (b) 2010A (2012-07-16) General Conditions - Goods (Medium Complexity);
- (c) Line Item Detail;
- (d) the Contractor's bid dated _____

11. Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

12. SACC Manual Clauses

SACC Manual clause D5328C (2007-11-30) Delivery, Inspection and Acceptance

SACC Manual clause C2801C (2010-01-11) Priority Rating - Canadian-based Contractors

SACC Manual clause D6010 (2007-11-30) Palletization

SACC Manual clause D2000C (2007-11-30) Marking

SACC Manual clause D9002C (2007-11-30) Incomplete Assemblies

13. Insurance Requirements

SACC Manual clause G1005C (2008-05-12) Insurance