

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 Base Plate		
Solicitation No. - N° de l'invitation W8485-127873/A	Date 2012-02-27	
Client Reference No. - N° de référence du client W8485-127873		
GETS Reference No. - N° de référence de SEAG PW-\$\$BB-237-22518		
File No. - N° de dossier 237bb.W8485-127873	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-04-12		Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Ferrier, Heather		Buyer Id - Id de l'acheteur 237bb
Telephone No. - N° de téléphone (819) 956-0161 ()		FAX No. - N° de FAX (819) 997-0437
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 H1N2E9 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 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

Issuing Office - Bureau de distribution
Military Aircraft / Aéronefs Militaires
11 Laurier St. / 11, rue Laurier
8C1, Place du Portage
Gatineau
Québec
K1A 0S5

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: 4920-00-709-1371 BASE PLATE Unit of Measure - Unite de mesure: Each NSCM/CAGE - COF/CAGE: 87641 Part No. - N° de la partie: SWE846380 Quality Assurance No. - N° d'assurance de qualité: QAC-C	WB941	W1941	1	Each	\$	\$	See Herein	

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidder with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, if applicable, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided;

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

2. Security Requirement

There is no security requirement associated with the requirement.

3. Requirement

This requirement is for Aircraft Maintenance Support Equipment, Base Plate, as detailed on page 2 in part 1 of the solicitation.

3.1 Equivalent Products B3000T (2006-06-16)

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- (a) designates the brand name, model and/or part number of the substitute product;
- (b) states that the substitute product is fully interchangeable with the item specified;
- (c) provides complete specifications and descriptive literature for each substitute product;

-
- (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
- (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

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.

1.1 Standard Instructions

The 2003 (2011-05-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Replace subsection 1. (a) and (b) of section 12, entitled Rejection of Bid, with the following:

1. Canada may reject a bid where any of the following circumstances is present:

- (a). the Bidder is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the Bidder ineligible to bid on the requirement;
- (b). an employee, or subcontractor included as part of the bid, is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which would render that employee or subcontractor ineligible to bid on the requirement, or the portion of the requirement the employee or subcontractor is to perform;

2. **Submission of Bids**

Bids must be submitted only to Public Works and Government Services Canada 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 Ontario.

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders 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.

2 Contractual and Financial Proposal

The Bidder shall describe the contractual, financial and pricing aspects of its proposal. Information must include but should not be limited to the following:

2.1 Contractual

A signed front page of the solicitation document which will certify that the Bidder complies with all terms and conditions of the solicitation.

All clauses or sections with a fill-in are to be completed and returned as part of the proposal.

2.2 Financial

Bidders must submit firm unit pricing. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

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

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

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

Bids will be assessed in accordance with Standard Acquisition Clauses and Conditions (SACC) Manual Clause A0222T (2010-01-11), Evaluation of Price.

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 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed under the "Line Item Detail" on page 2 in part 1 of the solicitation.

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

2029 (2011-05-16), General Conditions - Goods (low dollar value), apply to and form part of the Contract.

3.2 Limitation of Contractor's Liability for Damages to Canada

- 1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". 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.

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 \$5,000,000.00. 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.

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.

4. Term of Contract

4.1 Delivery Date

All the deliverables should be received on or before_____.

4.2 Accelerated Delivery

Every effort will be made to improve delivery without any additional cost to Her Majesty.

4.3 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:

25 CFSD Receipts Section

CFB Montreal

6363 Notre Dame Est

Montreal, QC H1N 2E9

Canada

Tel: 514-252-2777 ext 2313

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Heather Ferrier

Title: Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

Directorate: Aerospace Equipment Program
 Address: 8C1 Place du Portage, Phase III
11 Laurier Street
Gatineau, QC K1A 0S5

Telephone: (819) 956 0161
 Facsimile: (819) 997 0437
 E-mail address: heather.ferrier@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.

5.2 Contractor's Representative

Name: _____
 Title: _____
 Organization: _____
 Address: _____

Telephone : _____
 Facsimile: _____
 E-mail address: _____

6. Payment**6.1 Basis of Payment**

- 1) **Price:** Firm Unit Price
- 2) **Harmonized Sales Tax (HST)/Goods and Sales Tax (GST):** Extra, if applicable
- 3) **Duty:** Excluded, if applicable
- 4) **Delivered Duty Paid (DDP):** Destination
 Or **FCA Contractor's facility**, transportation charges not to exceed \$_____

6.2 Canadian Customs Duties and Sales Tax - Foreign-based Contractor C2605C (2008-05-12)**6.3 Duties and Taxes - Foreign-based Contractor - State of California C2002C (2010-01-11)**

6.4 Taxes - Foreign-based Contractor C2000C (2007-11-30)**6.5 Canadian Customs Documentation C2608C (2010-08-16)****6.6 Single Payment H1000C (2008-05-12)**

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

6.7 Discretionary Audit - Commercial Goods and/or Services C0100C (2010-01-11)**7. Invoicing Instructions**

The Contractor must submit invoices in accordance with the information required in section 06, Invoice Submission of the 2029 (2011-05-16) General Conditions - Goods or Services (low dollar value).

Invoices cannot be submitted until all work identified in the invoice is completed.

7.1 Invoice Distribution

The Contractor shall submit invoices on its own form, and shall include the following information: the date, name and address of the consignee(s), item number, quantity, part number, reference number and description, contract file, serial numbers and Client Reference Number (CRN). Invoices will be distributed as follows:

- (a) The original and one (1) copy to:
Department of National Defence, Mgen George R. Pearkes Building
101 Colonel By Drive, Ottawa, ON K1A 0K2
Directorate Aerospace Procurement
DAP 7-2-4-3
- (b) One (1) copy to:
Public Works and Government Services Canada
Defense and Major Projects Sector, Aerospace Equipment Directorate
Fighters and Trainers Division (BB), 8C1 Place du Portage Phase III
11 Laurier Street, Gatineau, Quebec K1A 0S5
Attention: Heather Ferrier Fax: (819) 997-0437

(c) One (1) copy to: Consignee

8. **Certifications**

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) the general conditions 2029 (2011-05-16), General Conditions - Goods (low dollar value);
- (c) the Contractor's bid dated _____ (insert date of bid)

11. **Defence Contract A9006C (2008-05-12)**

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.

12. **SACC Manual Clauses**

12.1 **Condition of Material B1000T (2007-11-30)**

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.

12.2 **Marking D2000C (2007-11-30)**

The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

12.3 Labelling D2001C (2007-11-30)

The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

12.4 ISO 9001:2008 Quality Management Systems - Requirements QAC-C D5545C (2010-08-16)**12.5 Incomplete Assemblies D9002C (2007-11-30)**

The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

12.6 Preparation for Delivery D3018C (2007-11-30)

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces packaging specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

12.7 Priority Rating - Canadian based Contractors C2801C (2011-05-16)**12.8 Priority Rating - C2800C (2011-05-16)****12.9 Palletization D6010C (2007-11-30)**

1. For all shipments exceeding 0.566 m³ or 15.88 kg (20 ft³ or 35 lbs), except for those shipped by courier, the following applies:
 - (a) The Contractor must strap, and if necessary wrap, shipments on standard 1.22 m x 1.02 m (48 in. x 40 in.) wood pallets. The four-way forklift entry pallet must be supplied at no charge to Department of National Defence. Total height, including pallet, must not exceed 1.19 m (47 in.). The pallet load must not extend further than 2.54 cm (1 in.) from any edge of the pallet.
 - (b) The Contractor must group items by stock number (on the same pallet) within consolidated shipments. Pallet loads composed of more than one stock number must be marked as "MIXED ITEMS".
 - (c) Individual items exceeding 1.22 m (48 in.) in length or 453.6 kg (1000 lbs) must be secured to larger pallets or must have 10.16 cm x 10.16 cm (4 in. x 4 in.) skids securely fastened to the bottom of the item. Skids must be separated by a minimum of 71.12 cm (28 in.).
2. Any exception requires the prior approval of the Contracting Authority.