

**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 TRIPPER, CIRCUIT BREAKER		
Solicitation No. - N° de l'invitation W8482-132522/A	Date 2012-05-24	
Client Reference No. - N° de référence du client W8482-132522		
GETS Reference No. - N° de référence de SEAG PW-\$\$HN-330-60534		
File No. - N° de dossier hn330.W8482-132522	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-14		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: St-Jacques, Nicole		Buyer Id - Id de l'acheteur hn330
Telephone No. - N° de téléphone (819) 956-8305 ()	FAX No. - N° de FAX () -	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: <div style="text-align: center;">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

Electrical & Electronics Products Division
11 Laurier St./11, rue Laurier
6B1, Place du Portage, Phase III
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	W0103	DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT STN FORCES P.O.BOX 17000 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	TRIPPER, CIRCUIT BREAKER TRIPPER, CIRCUIT BREAKER NSN: 5925-01-222-2248 P/N: ETN6913A NSCM: 30086 SPD ELECTRICAL SYSTEMS INC. 13500 ROOSEVELT BLVD., PHILADELPHIA, PA, US	W0100	W010B	4	Each	\$XXXXXXXXXXXX	See Herein	
2	TRIPPER, CIRCUIT BREAKER TRIPPER, CIRCUIT BREAKER NSN: 5925-01-222-2248 P/N: ETN6913A NSCM: 30086 SPD ELECTRICAL SYSTEMS INC. 13500 ROOSEVELT BLVD., PHILADELPHIA, PA, US	W2B02	W0103	4	Each	\$XXXXXXXXXXXX	See Herein	

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PART 1 - GENERAL INFORMATION**1. Security Requirement**

There is no security requirement associated with the requirement.

2. Requirement

The contractor will be required to provide the goods in accordance with the technical requirements and in the quantities stated at page 3.

2.1 Delivery Requirement

Delivery is requested to be completed by **November 2nd, 2012**.

2.2 Delivery Offered

While delivery is requested as indicated above, the best delivery that could be offered is_____.

2.3 Contractor Representatives

Name and telephone number of the person responsible for :

General enquiries

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

Delivery follow-up

Name: _____
Telephone: _____
Facsimile: _____
E-mail: _____

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 (<https://buyandsell.gc.ca/policy-and-guidelines/>) 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.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days
Insert: ninety (90) calendar days

Section 8 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Insert: Upon request by Canada, the bidder must send written confirmation of the bid within five (5) working days.

1.1 SACC Manual Clauses

SACC Reference	Section	Date
B1000T	Condition of Material	2007-11-30

1.2 Equivalent Products

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.

1.3 Technical Documentation

TECHNICAL/DESCRIPTIVE LITERATURE MUST BE SUBMITTED AS PART OF THE BID PACKAGE PRIOR TO THE BID CLOSING DATE. FAILURE TO COMPLY WILL RENDER YOUR BID NON-RESPONSIVE. NOTE: NO EQUIVALENT PRODUCT IS CONSIDERED ALWAYS ACCEPTABLE.

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 five (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.

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 provide their bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies)
 Section II: Financial Bid (1 hard copies)
 Section III: Certifications (1hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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: Technical Bid (2 hard copies)

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid (1 hard copies)

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. Exchange Rate Fluctuation

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.

1.2 Pricing Basis

The bidder must quote firm unit prices in Canadian dollars, DDP Delivered Duty Paid (Halifax, NS & Victoria, BC), the Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) extra, as applicable. Freight charges to destination and all applicable Custom duties and Excise taxes must be included.

Section III: Certifications (1 hard copies)

Bidders must submit the certifications required under Part 5.

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.

Evaluation Criteria

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The following **Mandatory** factors will be taken into consideration in the evaluation of each bid:

Technical compliance (description of items 1 to 2 at page 3);
Acceptance of terms and conditions as mentioned in the bid solicitation;
Completion of the proposal.

1.2 Financial Evaluation

The following **Mandatory** factors will be taken into consideration in the evaluation of each bid:

Compliance with Pricing Basis;

The Bid price will be determined by processing items 1 to 2 at page 3 as follows:

- a. Sum of items with identical NSN's total price (unit price x qty.) (group basis).

1.3 Conditions/Certifications Precedent to Contract

Federal Contractors Program as specified in Part 5;

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis 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

Federal Contractors Program - over \$25,000 and below \$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.

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.

Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The contractor will be required to provide the goods in accordance with the technical requirements and in the quantities stated at page 3.

2.1 SACC Manual Clauses

SACC Reference	Section	Date
B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16

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 (<https://buyandsell.gc.ca/policy-and-guidelines/>) 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 _____ (Delivery as offered and as accepted will be inserted at contract award).

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nicole St-Jacques

Supply Officer

Public Works and Government Services Canada

Acquisitions Branch

Logistics, Electrical, Fuel and Transportation Directorate

"HN" Division

7B3, Place du Portage, Phase III

11 Laurier Street

Gatineau, QC, K1A 0S5

Telephone: 819-956-8305

E-mail address: Nicole.St-Jacques@pwgsc-tpsgc.gc.ca **(DO NOT SUBMIT YOUR BIDS VIA EMAIL)**

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 and telephone number of the person responsible for:

General Enquiries

Name: will be inserted at contract
 Telephone: will be inserted at contract
 Facsimile: will be inserted at contract
 E-mail: will be inserted at contract

Delivery Follow-up

Name: will be inserted at contract
 Telephone: will be inserted at contract
 Facsimile: will be inserted at contract
 E-mail: will be inserted at contract

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(s), as specified in the contract for a cost of \$ _____ (insert the amount at 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 Limitation of Price

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

6.3 SACC Manual Clauses

SACC Reference	Section	Date
G1005C	Insurance	2008-05-12
H1001C	Multiple Payments	2008-05-12
C2000C	Taxes Foreign Suppliers	2007-11-30

7. Invoicing Instructions

1. (a) The original and one (1) copy must be forwarded to the address shown on page 2 of the Contract for certification and payment.

(b) One (1) copy must be forwarded to the following address.

National Defence Headquarters

MGen George R. Pearkes Building

101 Colonel By Drive

Ottawa, ON, K1A 0K2

Attention: Phillip Willison D Mar P 4-3-2-2.

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

Department of Public Works and Government Services

"HN" Division

7B3 Place du Portage, Phase III
11 Laurier Street
Gatineau, QC, K1A 0S5
Attention: Nicole St-Jacques

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 _____.

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) 2010A (2012-03-02) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated _____

11. Defence Contract

SACC Manual clause A9006C (2008-05-12) Defence Contract

12. SACC Manual Clauses

SACC Reference	Section	Date
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2011-05-16
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5606C	Release Documents (DND) - Canadian-based Contractor	2007-11-30
D5605C	Release Documents (DND) - United States-based Contractor	2010-01-11
D5604C	Release Documents (DND) - Foreign-based Contractor	2008-12-12

12.1 NATO Commercial and Government Entity Code (NCAGE) Traceability

Material supplied for the items specified in this contract is subject to investigation by Canada. Material which can neither be demonstrated by the contractor as having originated directly from the NCAGE specified for the item in this contract, nor as supplied with the specific written permission of this specified NCAGE, are subject to the following action by Canada.

Canada 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 Canada, 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 Canada, and the costs which, in Canada'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.

12.2 Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- (c) Copy 4: to the Contracting Authority;
- (d) Copy 5: to: D Mar P 4-3-2-2
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2

Attention: Phillip Willison
- (e) Copy 6: to the Quality Assurance Representative;
- (f) Copy 7: to the Contractor;
- (g) Copy 8: all non-Canadian contractors to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
E-mail: ContractAdmin.DQA@forces.gc.ca.

13. SACC Manual Clauses (Delivery)

SACC Reference	Section	Date
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30

13.1 Shipping Instructions - Delivery at Destination

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

- (a) Delivered Duty Paid (DDP) (Halifax, NS & Victoria, BC) Incoterms 2000 for shipments from a commercial contractor.

13.2 Preparation for Delivery

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.

The Contractor must package all items in quantities of six (6) by package.

13.3 Package Markings - Additional

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided for all items.

(a) serial number;

2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

13.4 Shipping - Scheduling

The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

- (a) 2B1 CF Esquimalt
Esquimalt, B.C.
Telephone: 250-363-4963
- (b) 7H1 CF Halifax
Halifax, N.S.
Telephone: 902-427-1441