

**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 UPTAKE SEAL	
Solicitation No. - N° de l'invitation W8482-145350/A	Date 2013-06-28
Client Reference No. - N° de référence du client W8482-145350	
GETS Reference No. - N° de référence de SEAG PW-\$\$ML-005-23857	
File No. - N° de dossier 005ml.W8482-145350	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-08-13	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: Burns, Robert	Buyer Id - Id de l'acheteur 005ml
Telephone No. - N° de téléphone (819) 956-1199 ()	FAX No. - N° de FAX (819) 956-0897
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

Marine Machinery and Services / Machineries et services
maritimes
11 Laurier St. / 11, rue Laurier
6C2, 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



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: 2815-99-446-3404 UPTAKE SEAL NSCM/CAGE - COF/CAGE: K5636 Part No. - N° de la partie: 8705102	WB941	W1941	12	Each	\$	XXXXXXXXXXXX	See Herein	

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005mlW8482-145350

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

The requirement is detailed under the "Line Item Detail" at page 2.

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 Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

1.1 SACC Manual Clauses

B1000T (2007-11-30) Condition of Material

B3000T (2006-06-16) Equivalent Products

1.2 Delivery

The demand for delivery is 20 September 2013.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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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 copy)

Section III: 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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 should explain and demonstrate how they propose to meet the requirement and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Para 6.1. The total amount of Applicable Taxes must be shown separately.

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

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

The requirement is detailed under the "Line Item Detail" at page 2.

1.2 Financial Evaluation

1. The price of the bid will be evaluated as follows:
 - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded.
 - b. Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and GST or HST excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

2. Basis of Selection

2.1 Basis of Selection - Mandatory Technical Criteria A0031T

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 will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.1 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (<http://www.hrsdc.gc.ca/eng/labour/index.shtml>) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The requirement is detailed under the "Line Item Detail" at page 2.

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 (2013-04-25), 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 September 20, 2013.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Robert Burns
Title: Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Marine Systems
Address: Place du Portage
11 Laurier Street
Gatineau, Quebec
K1A 0S5
Telephone: 819 956-1199
Facsimile: 819 956-0897
E-mail address: robert.burns@tpsgc-pwgsc

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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 Technical Authority

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in the contract for a cost of \$ _____. Customs duties are included, and applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.2 Single Payment

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

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.
 Department of National Defence
 National Defence Headquarters
 101 Colonel By Drive
 Ottawa, Ontario
 K1A 0K2
 Attention: D Mar P 4-3-2-3
 - 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.
3. Payment will only be made on receipt of satisfactory invoices duly supported by specific release documents and/or other documents called for under this document. Invoices are not to be submitted prior to shipment of materiel.

8. Preparation for Delivery

The Contractor must prepare item number(s) 12 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 item number(s) 12 in quantities of 1 by package.

9. Shelf Life B1204C

The Contractor must ensure that items 12 will contain 75 percent of the authorized shelf life as listed in ISO 2230 at date of delivery to the Department of National Defence.

10. Shipping Instructions - Delivery and Destination Schedules Unknown D6009C

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid 25 CF Supply Depot Montreal. Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
2. 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. 7 CF Supply Depot Lancaster Park
Edmonton, Alta
Telephone: 780-973-4011, ext. 4524
- b. 25 CF Supply Depot Montreal
Montreal, Qué.
Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282
- c. 2B1 CF Esquimalt
Esquimalt, B.C.
Telephone: 250-363-4963
- D. 7H1 CF Halifax
Halifax, N.S.
Telephone: 902-427-1441

11. Certifications

11.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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.

12. Applicable Laws

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

13. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions: 2010A, 2013-03-21, General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated _____ .

14. Defence Contract

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

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15. SACC Manual Clauses

A9062C	(2011-05-16)	Canadian Forces Site Regulations
B7500C	(2006-06-16)	Excess Goods
C2000C	(2007-11-30)	Taxes - Foreign-based Contractor
D2000C	(2007-11-30)	Marking
D2001C	(2007-11-30)	Labelling
D2025C	(2008-12-12)	Wood Packaging Materials
D3010C	(2012-07-16)	Dangerous Goods/Hazardous Products
D3015C	(2007-11-30)	Dangerous Goods/Hazardous Products
D5545C	(2010-08-16)	ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)
D6010C	(2007-11-30)	Palletization
D9002C	(2007-11-30)	Incomplete Assemblies