

**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**

<b>Title - Sujet</b> M113 TLAV SPARE PARTS	
<b>Solicitation No. - N° de l'invitation</b> W8486-149557/A	<b>Date</b> 2015-01-29
<b>Client Reference No. - N° de référence du client</b> W8486-149557	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$BL-235-24942	
<b>File No. - N° de dossier</b> 235bl.W8486-149557	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2015-03-13</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Baynes, Edna	<b>Buyer Id - Id de l'acheteur</b> 235bl
<b>Telephone No. - N° de téléphone</b> (819) 956-0232 ( )	<b>FAX No. - N° de FAX</b> (819) 956-0648
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 25 CFSD RECEIPTS SECTION, CFB MTL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N 3V9 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**

Armoured Vehicles Support/Soutien des véhicules blindés  
11 Laurier St./11, rue Laurier  
Place du Portage Phase III 6C1  
Gatineau  
Québec  
K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 2350-20-006-0645 MODIFICATION KIT, VEHICLE, TRACKED NSCM/CAGE - COF/CAGE: 36221 Part No. - N° de la partie: B30901-800-1	WB941	W1941	50	KT	\$	\$		See Herein	
2	NSN - NNO: 7510-20-003-5787 CORKBOARD, MODIFIED Part No. - N° de la partie: B81002-317-1 REV 1	WB941	W1941	10	EA	\$	\$		See Herein	
3	NSN - NNO: 2940-20-001-3070 AIR CLEANER MODIFIED NSCM/CAGE - COF/CAGE: 36221 Part No. - N° de la partie: A20618-021-1	WB941	W1941	5	EA	\$	\$		See Herein	
4	NSN - NNO: 5975-20-004-2719 PROTECTOR, ELECTRICAL CABLE NSCM/CAGE - COF/CAGE: 35907 Part No. - N° de la partie: 0875063-1	WB941	W1941	40	EA	\$	\$		See Herein	
5	NSN - NNO: 7690-21-921-5220 MARKER, IDENTIFICATION Part No. - N° de la partie: B51001-107-1 REV C	WB941	W1941	50	EA	\$	\$		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 proposed Contractor must supply the item(s) as detailed on the Line Item Detail Page(s).

### 3. Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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## 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.

1.1 The 2003 (2014/09/25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.2 SACC Manual Clauses

A9130T	2014/11/27	Controlled Goods Program - Bid <b>Items 1 and 3</b>
B1000T	2014/11/27	Condition of Material - Bid
C3011T	2013/11/06	Exchange Rate Fluctuation

### 2. Note to Bidders

- a) This Request for Proposal (RFP), is structured so that it will be similar to any resulting Contract. As such the words "Contract" and "Contractor" are to be read as "any resulting Contract" and "proposed Contractor" respectively.
- b) Changes to bids will not be accepted after the solicitation closing date.
- c) There will be no direct payment by the Crown for any costs incurred in the preparation and submission of bids resulting from this RFP.

### 3. 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 Request for Proposal.

### 4. 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.

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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 to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## 5. **Applicable Laws**

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

## 6. **Basis of Payment**

All prices quoted are to be firm unit prices in Canadian funds Delivered Duty Paid (DDP) at Consignee, as per Incoterms 2000. The amount of all applicable taxes is/are to be shown as separate items.

## 7. **Delivery**

Delivery is preferred as soon as possible. Bidders are required to specify their proposed delivery date in the Line Item Detail Delivery Offered column.

## 8. **Availability of Drawings - Item 4**

Drawings are available upon request. Bidders are to fax their request for drawings to: PWGSC - Attention: Edna Baynes, Fax No.: 819-956-0648 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.

In order to receive a TDP, the proposed Bidder must return a signed copy of Annex "A" to the Public Works Government Services Canada Officer on page 1 of this Request for Proposal. It is to be duly signed by a Senior representative of the company. The TDP will not be released to any bidder without receipt of the Non-Disclosure Agreement.

### **Availability of Drawings - Items 1, 2, 3 and 5**

Drawings are available upon request. Bidders are to fax their request for drawings to: PWGSC - Attention: Edna Baynes, Fax No.: 819-956-0648 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.

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Drawings for items 1, 2, 3 and 5 referred to in this Request for Proposal will be forwarded to interested bidders as a Technical Data Package (TDP) under a separate cover.

**It should be noted that the drawings have been inadvertently identified as Proprietary to the Contractor who developed the drawings. The Crown has received official correspondence from the Contractor noting that these drawings have been misidentified and the Crown has unlimited rights to use these drawings in accordance with the Contract(s) under which the drawings were developed.**

In order to receive a TDP, the proposed Bidder must return a signed copy of Annex "A" to the Public Works Government Services Canada Officer on page 1 of this Request for Proposal. It is to be duly signed by a Senior representative of the company. The TDP will not be released to any bidder without receipt of the Non-Disclosure Agreement.

Bidders are advised that the Contractor who developed the drawings will be provided with a copy of each signed Non-Disclosure Agreement. He will also be advised when each copy of the TDP has been returned to the Crown.

## **9. Assurance of NATO Supply Code for Manufacturer (NSCM) Traceability**

For the purposes of this solicitation, the NSCM (one or more) specified in this Request for Proposal (RFP) is the only approved source(s) of supply for the part number it is referenced with.

When the specified part number is proposed for supply by the bidder, the related specified NSCM shall only be offered by the bidder if the material to be supplied as the specified part number can be traced with documentary evidence directly to the NATO approved source of supply.

In the event that the bidder proposes to supply, under the specified part number, material which can neither be demonstrated by the bidder as originating directly from the approved source of supply nor as supplied under the specified NSCM with the specific written permission of the approved source of supply, the bidder is obligated to specify the alternate manufacturer for the material proposed under the specified part number and not mention the specified NSCM.

Material supplied for the items specified in any subsequent contract will be subject to investigation by the Crown. Material which can neither be demonstrated by the Contractor as having originated directly from the NSCM specified for the item in the contract, nor as supplied with the specific written permission of this specified NSCM, will be subject to the following action by the Crown.

The Crown 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 the Crown, 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 the Crown, and the costs which, in the Crown's opinion, the Contractor would have incurred



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had it obtained and supplied an item which did not differ in any way from that specifically required under the contract.

### **PART 3 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

#### **1. Evaluation Procedures**

Bids will be evaluated in accordance with the Basis of Selection specified below.

#### **2. Basis of Selection**

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

1. Technical requirement (NSN, no substitute/equivalent accepted)
2. All other clauses, terms and conditions stipulated in this RFP

Bids not meeting all of the mandatory requirements will be given no further consideration. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.

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## PART 4 - CERTIFICATIONS

### 1. Certifications

Bidders must provide the required certifications and associated information 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, in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### 2. Certifications Required Precedent to Contract Award

The certifications listed below should be submitted with the bid, but may be completed and submitted afterwards. If any of these required certifications is not completed or 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 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### 2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

**PART 5 - RESULTING CONTRACT CLAUSES**

**SECTION A - ADMINISTRATION**

**A1. Security Requirement**

There is no security requirement associated with the requirement.

**A2. Authorities**

**2.1 Contracting Authority**

The Contracting Authority for the Contract is:

Edna Baynes  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Defence & Major Projects Sector  
Place du Portage, Phase III, 6C1  
11 Laurier Street  
Gatineau, Quebec K1A 0S5

Telephone: (819) 956-0232  
Facsimile: (819) 956-0648  
E-mail address: edna.baynes@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.

**2.2 Contractor's Representative**

Name and telephone number of the person responsible for:

**General enquiries**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**Delivery follow-up**

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**A3. 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 (2014/11/27) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

**A4. Certifications****4.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

**A5. Applicable Laws**

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

**A6. A9006C 2012/07/16 Defence Contract**

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.

**A7. 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 (2014/11/27) General Conditions - Goods (Medium Complexity);
- (c) Annex "A", Non-disclosure Agreement;
- (d) the Contractor's bid dated \_\_\_\_\_

## SECTION B - REQUIREMENT

### B1. Requirement

To supply the items as detailed on the Line Item Detail Pages and return the Technical Data Package provided for items 1, 2, 3, 4 and 5 to the Contracting Authority.

### B2. Material

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.

### B3. Term of Contract

#### 3.1 Delivery Date

Delivery shall be made on or before \_\_\_\_\_.

(If **item is not** delivered on or before the specified delivery date, the contractor is to inform PWGSC contracting authority)

### B4. SACC Manual Clauses

A9131C	2014/11/27	Controlled Goods Program - Contract - <b>Items 1 and 3</b>
B4060C	2011/05/16	Controlled Goods - <b>Items 1 and 3</b>
D5545C	2010/08/16	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) - <b>All Items</b>
D6010C	2007/11/30	Palletization
D2025C	2013/11/06	Wood Packaging Materials
B7500C	2006/06/16	Excess Goods

### B5. Delivery Appointments

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.

- 25 CFSD  
Montreal, Que  
Tel: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363 / 4673 / 4282

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**B6. D3018C 2014/09/25 Packaging Requirements using Specifications  
D-LM-008-036/SF-000**

The Contractor must prepare item numbers 1, 2, 3, 4 and 5 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 numbers 1, 2, 3, 4 and 5 in quantities of 1 by package.

**B7. D4001C 2008/12/12 Shipping Instructions - Delivery at Destination**

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

Delivered Duty Paid (DDP) at 25 CFSD, Montréal, Q.C., Incoterms 2000 for shipments from a commercial contractor. The contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

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## SECTION C - FINANCE

### C1. Payment

#### 1.1 Basis of Payment

The Contractor will be paid firm unit prices in Canadian funds Delivered Duty Paid (DDP) Consignees as per Incoterms 2000.

#### 1.2 SACC Manual Clauses

C6000C	2011/05/16	Limitation of Price
H1001C	2008/05/12	Multiple Payments
C2801C	2011/05/16	Priority Rating - Canadian Contractors
C2800C	2013/01/28	Priority Rating - U.S Contractor

### C2. 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 copy to - Consignee

(b) One (1) copy to:

Department of Public Works and Government Services  
Acquisitions Branch  
Defence & Major Projects Sector  
Place du Portage, Phase III, 6C1  
Gatineau, Quebec K1A 0S5

Attention: Edna Baynes

(c) One (1) copy to:

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2

Attention: **TBD**



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## Annex "A"

### Non-Disclosure Agreement

The Bidder hereby acknowledges that this technical data package contains Commercially Confidential information. Interested bidders are to return the certification below by facsimile with the original by mail to the individual identified on page One of this Request for Proposal.

The proposed bidder hereby agrees:

- (a) To maintain the confidentiality of the Technical Data Package;
- (b) That the information contained within the Technical Data Package will not be copied, disclosed or provided to another party without the consent of Canada;
- (c) Not to use the Technical Data except as may be necessary to carry out the Work for Canada;
- (d) To ensure that any prospective subcontractor is subject to the same Conditions;
- (e) Return the Technical Data Package to the Contracting Authority prior to bid closure for this solicitation if no bid is made; and
- (f) To return the Technical Data Package to the Contracting Authority within five (5) days after being requested to do so by the Contracting Authority.

Certification of a Senior Official:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Date: