

**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 0B2 / Noyau 0B2
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 INJECTOR | | |
| Solicitation No. - N° de l'invitation W8482-167864/A | Date 2015-05-28 | |
| Client Reference No. - N° de référence du client W8482-167864 | | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$BK-343-25165 | | |
| File No. - N° de dossier 343bk.W8482-167864 | CCC No./N° CCC - FMS No./N° VME | |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-06-17 | | 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: Bailey (bk div.), Pamela | | Buyer Id - Id de l'acheteur 343bk |
| Telephone No. - N° de téléphone (819) 956-3470 () | | FAX No. - N° de FAX (819) 956-5650 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE FORMATION COMMANDER HMC DOCKYARD BLDG D-206 DOOR 1 THRU 13 HALIFAX Nova Scotia B3K5X5 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

Munitions Division (BK) / Division des munitions (BK)
11 Laurier St./11, rue Laurier
8C2, 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 |

| 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: 1385-99-547-3417 INJECTOR C/O BARREL AND BREECH, P/O LIMPET MINE DISPOSAL EQUIPMENT The following part number is acceptable:TX52GA Equivalent products will be considered. Unit of Measure - Unite de mesure: EA NSCM/CAGE - COF/CAGE: K1005 Part No. - N° de la partie: TX52GA | W0100 | W010B | 10 | Each | \$ | XXXXXXXXXXXX | | See Herein | |
| 2 | Injector option | W0100 | W010B | 10 | Each | \$ | XXXXXXXXXXXX | | See Herein | |

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement applicable to this Contract.

1.2 Requirement

The Department of National Defence (DND) has a requirement for quantity 10 Injectors in support of the Limpet Mine Disposal equipment currently in use by the Royal Canadian Navy.

1.3 Briefings

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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

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PART 2 - BIDDER INSTRUCTIONS

2.1 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 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsections 04 and 05 of Section 01 Integrity Provisions - Bid of the Standard Instructions 2003 incorporated by reference above are deleted in their entirety and replaced with the following:

Bidders who are incorporated or who are a sole proprietorship, including those bidding as a joint venture, have already provided a list of names of all individuals who are directors of the Bidder, or the name of the owner, at the time of submitting an arrangement under the Request for Supply Arrangement (RFSa). These bidders must diligently inform Canada in writing of any changes affecting the list of directors during this procurement process as well as during the contract period.

Canada may, at any time, request that a bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals mentioned above within a specified time frame. Failure to provide such consent forms and associated information within the time frame provided, or failure to cooperate to the verification process, will result in the bid being declared non-responsive.

2.1.1 SACC Manual Clauses

A9130T (2014-11-27) Controlled Goods Program- Bid

B1000T (2014-06-26) Condition of Material - Bid

B3000T (2006-06-16) Equivalent Products

2.2 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.

2.3 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is

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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.

2.4 Applicable Laws

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

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.

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PART 3 - BID PREPARATION INSTRUCTIONS

3.1 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 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.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.2 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price

4.2 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.

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PART 5 - 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.

5.1 Certifications Required Precedent to Contract Award

5.1.1 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.

5.1.2 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" list (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" list at the time of contract award.

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PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirement

There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must provide the goods in accordance with line item 001 herein and the Contractor's technical bid entitled _____, dated _____.

6.2.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at _____ of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

6.3 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.

6.3.1 General Conditions

2010A (2014-09-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before _____.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Pamela Bailey

E: pamela.bailey@pwgsc.gc.ca

Defence and Major Projects Sector (DMPS).

Public Works and Government Services Canada

Place du Portage, Phase III, 11, rue Laurier Street, Gatineau, QC K1A 0S5

Government of Canada

Phone 819 956 3470

Fax 819 956 5650

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.

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6.5.2 Technical Authority

The Technical Authority for the Contract will be identified upon Contract award.

The Technical Authority named above 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 Technical Authority, however the Technical 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.

6.5.3 Procurement Authority

The Procurement Authority for the Contract will be identified upon Contract award.

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Contractor's Representative

Individual responsible for invoicing/technical/delivery inquiries:

Name: _____

Organization _____

Address _____

Telephone: ____ - ____ - ____

E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in 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.

6.6.2 Method of Payment

H1001C (2008-05-12) Multiple Payments

6.6.3 SACC Manual Clauses

C2000C (2007-11-30) Taxes - Foreign-based Contractor

G1005C (2008-05-12) Insurance

6.7 Invoicing Instructions

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.

Invoices must be distributed as follows:

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The original and one (1) copy must be forwarded to the following address for certification and payment.

The Department of National Defence

Maritime Forces Atlantic

Attn: Accounts Payable Section Bldg S90, Rm 334

PO Box 99000, Stn Forces

Halifax, NS

B3K 5X5

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

One (1) copy must be forwarded to:

Department of National Defence

101 Col By Drive

Attn: D. Mar 4-3-5-6

Ottawa On

K1A 0K2

One (1) copy must be forwarded to the consignee.

6.8 Certifications

6.8.1 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.

6.9 Applicable Laws

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

6.10 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 (2014-09-25) General Conditions - Goods, Medium Complexity;

(c) the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: ", as clarified on _____" **or** ", as amended on _____" and insert date(s) of clarification(s) or amendment(s))

6.11 Defence Contract

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

6.12 SACC Manual Clauses

B4060C (2011-05-16) Controlled Goods

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B7500C (2006-06-16) Excess Goods
D2001C (2007-11-30) Labelling
D2000C (2007-11-30) Marking
D2025C (2013-11-06) Wood Packaging Materials
D5510C (2014-06-26) Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor
D5515C (2010-01-11) Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor
D5540C (2010-08-16) ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code Q)
D5604C (2008-12-12) Release Documents (Department of National Defence) - Foreign-based Contractor
D6010C (2007-11-30) Palletization
D9002C (2007-11-30) Incomplete Assemblies

6.13 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, Department of National Defence Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package all items in quantities of one (1) per package.

6.14 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.15 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:
Delivered Duty Paid (DDP) Halifax NS, Canada Incoterms 2000 for shipments from a commercial contractor.

6.16 Consignee

Formation Commander
HMC Dockyard
Bldg D-206 Door 1 through 13
Halifax NS