Travaux publics et Services gouvernementaux Canada

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## 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** 

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

#### Issuing Office - Bureau de distribution

Armoured Vehicles - Life Extension/Prolongation de vie, véhicules blindés 11 Laurier St./11, rue Laurier Place du Portage Phase III 6C1 Gatineau Québec K1A 0S5

ion	Date	
	2014-04	1-02
férence du client	•	
férence de SEAG		
CCC No./N° CCC - FMS	No./N° V	ME
- L'invitation pre	nd fin	Time Zone Fuseau horaire
		Eastern Daylight Saving Time EDT
	] 	uyer Id - Id de l'acheteur
ici toutes questions u.	I	70bl
ne	FAX No	N° de FAX
	(819) 9:	56-0648
es et construction:		
	- L'invitation pre	férence du client  férence de SEAG  CCC No./N° CCC - FMS No./N° V  - L'invitation prend fin  :: Other-Autre: Ber toutes questions à: Barre (819) 9: 22  pes, and Construction: Bes et construction: Bes et construction:

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	Delivery Offered - Livraison proposée
See Herein	
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 (type or print) Nom et titre de la personne autorisée à sign de l'entrepreneur (taper ou écrire en caractè	er au nom du fournisseur/
Signature	Date



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2500255-194240.000.0

Part No. - N° de la partie:

*	Public Works and Government Services Travaux pub gouverneme	Travaux publics et Services gouvernementaux Canada	rices ada			Document No.W8486-138253/A	Š	Part - Partie 1 of - de 2 See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions	Part - Partie 1 of - de 2 lauses and Conditions Clauses et Conditions
Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/f FOB Destination	Unit Price/Prix unitaire FOB/FAM on Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
S.	NSN - NNO: 1005-12-364-9287 BOX MAGAZINE,AMMUNITION	W248A	W2481	6	Each	XXXXXXXXX	\$	See Herein	
	NSCM/CAGE - COF/CAGE: D2692 Part No N° de la partie: 2500255-193610.000.0								
9	NSN - NNO: 5340-12-373-7252 BRACKET,ANGLE NSCM/CAGE - COF/CAGE: D2692 Part No N° de la partie: SK1121-187700.001.0	W248A	W2481	7	Each	XXXXXXXXX	S	See Herein	
	NSN - NNO: 5340-12-379-2661  PLATE, CONNECTION  .  NSCM/CAGE - COF/CAGE: D2692  Part No N° de la partie: 1997-190000.043.0	W248A	W2481	15	Each	XXXXXXXXX	S	See Herein	
∞	NSN - NNO: 3010-12-383-5813 GEAR ASSEMBLY, SPEED NSCM/CAGE - COF/CAGE: D3683 Part No N° de la partie: 300.070.493	W248A	W2481	2	Each	XXXXXXXXX	€9	See Herein	

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		Dest.	Inv.			Unit Price	nitaire		
Item		Code	Code	Qty	U. of I.		FOB/FAM	Delivery Req.	Del. Offered
Article	Description	Dest.	Fact.	Qté	U. de D.	Destination	Plant/Usine	Livraison Req.	
6	NSN - NNO: 1290-12-383-6289	W248A	W2481	3	Each	XXXXXXXXXX	\$	See Herein	
	OPERATIONS UNIT, FIRE CONTROL EQUIP								
	MENT								
	NSCM/CAGE - COF/CAGE: D3683								
	Part No N° de la partie:								
	300.069.295								
10	NSN - NNO: 5365-12-388-0231	W248A	W2481	100	Each	XXXXXXXXXX	\$	See Herein	
	RING, CONNECTING, ROUND								
	NSCM/CAGE - COF/CAGE: D0871								
	Part No N° de la partie:								
	SL16								
11	NSN - NNO: 5305-12-189-7160	W248A	W2481	100	Each	XXXXXXXXXX	\$	See Herein	
	SCREW, EXTERNALLY RELIEVED BODY								
	NSCM/CAGE - COF/CAGE: C5393								
	Part No N° de la partie:								
	536077-1513.000								
12	NSN - NNO: 4730-12-187-2811	W248A	W2481	40	Each	XXXXXXXXXX	<del>\$</del>	See Herein	
	CONNECTION								
	NSCM/CAGE - COF/CAGE: C0551								
	Part No N° de la partie:								
	2103-04-02.00								

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ma <del>t</del>		Dest. Code	Inv. Code	ş	1,011	Unit Price/ FOE	Unit Price/Prix unitaire FOB/FAM	Delivery Ded Offered	Dol Offered
Article	e Description	Dest.	Fact.	Qté é	U. de D.	Destination	Plant/Usine	Livraison Req.	
13	NSN - NNO: 2930-12-184-7902	W248A	W2481	10	Each	XXXXXXXXX	<b>∽</b>	See Herein	
	COVER								
	NSCM/CAGE - COF/CAGE: D8266								
	Part No N° de la partie:								
	0002033186								
14	NSN - NNO: 4720-12-184-5588	W248A	W2481	20	Each	XXXXXXXXXX	\$	See Herein	
	HOSE ASSEMBLY, NONMETALLIC			•					
	NSCM/CAGE - COF/CAGE: D1028								
	Part No N° de la partie:								
	2TE16D1F19-385P111AB								
15	NSN - NNO: 1015-12-184-3545	W248A	W2481	40	Each	XXXXXXXXXX	\$	See Herein	
_	BRUSH, CLEANING, ARTILLERY								
_	NSCM/CAGE - COF/CAGE: C7134								
_	Part No N° de la partie:								
	1031								
16	NSN - NNO: 2930-12-181-5444	W248A	W2481	9	Each	XXXXXXXXXX	\$	See Herein	
	HOUSING								
	NSCM/CAGE - COF/CAGE: D8266								
	Part No N° de la partie:								
_	8732002019								

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17	NSN - NNO: 4710-12-178-6292 TUBE ASSEMBLY, METAL	W248A	W2481	7	Each	XXXXXXXXX	<del>∽</del>	See Herein	
	NSCM/CAGE - COF/CAGE: D8266 Part No N° de la partie: 8731871501								
18	NSN - NNO: 5340-12-178-5797 CAP, PROTECTIVE, DUST AND MOISTURE S EAL NSCM/CAGE - COF/CAGE: D8130 Part No N° de la partie: 908.792	W248A	W2481	50	Each	XXXXXXXXX	<i>⇔</i>	See Herein	
19	NSN - NNO: 2990-12-178-4831 GUARD, MUFFLER-EXHAUST PIPE, NONAIRC RAFT NSCM/CAGE - COF/CAGE: D8266 Part No N° de la partie: 8701420620	W248A	W2481	20	Each	XXXXXXXXX	€9	See Herein	
20	NSN - NNO: 4710-12-178-2520 TUBE ASSEMBLY, METAL  NSCM/CAGE - COF/CAGE: D1572  Part No N° de la partie:  S4-0701440	W248A	W2481	12	Each	XXXXXXXXX	<b>∽</b>	See Herein	

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104		Dest.	Inv.	à	- -	Unit Price/ FOB	Unit Price/Prix unitaire FOB/FAM		700
Article	e Description	Dest.	Fact.	o té	U. de D.	Destination	Plant/Usine	Delivery Red. Livraison Red.	Liv. offerte
21	NSN - NNO: 6150-12-177-4565	W248A	W2481	25	Each	XXXXXXXXX	↔	See Herein	
	LEAD, ELECTRICAL			•					
	NSCM/CAGE - COF/CAGE: D2692								
	Part No N° de la partie:								
	2500075-066310.000.0	_							
22	NSN - NNO: 5305-12-175-4494	W248A	W2481	50	Each	XXXXXXXXXX	\$	See Herein	
	SETSCREW			•					
	PART NUMBER:			•					
	DIN926-M4X4X2,5-14H-A2P			•					
	NSCM: D8286								
23	NSN - NNO: 4730-12-171-5233	W248A	W2481	40	Each	XXXXXXXXXX	\$	See Herein	
	CLAMP, HOSE								
	NSCM/CAGE - COF/CAGE: D8773								
	Part No N° de la partie:			•					
	TORRO60-80/13-C7W3								
24	NSN - NNO: 5935-00-259-4690	W248A	W2481	10	Each	XXXXXXXXXX	\$	See Herein	
	CONNECTOR, RECEPTACLE, ELECTRICAL								
	NSCM/CAGE - COF/CAGE: K0316								
	Part No N° de la partie:			•					
	DB25P			•					

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		Dest.	lnv.			Unit Price	Unit Price/Prix unitaire		
Item		Code	Code	Qt	U. of I.	FOI	FOB/FAM	Delivery Rea.	Del. Offered
Article	Description	Dest.	Fact.	Qté	U. de D.	Destination	Plant/Usine	Livraison Req.	Liv. offerte
25	NSN - NNO: 5315-12-156-4752	W248A	W2481	20	Each	XXXXXXXXXX	\$	See Herein	
	KEY, MACHINE								
	NSCM/CAGE - COF/CAGE: D8266								
	Part No N° de la partie:								
	006885008030								
56	NSN - NNO: 5310-12-154-1381	W248A	W2481	50	Each	XXXXXXXXXX	\$	See Herein	
	WASHER, FLAT			•					
	Part Number: DIN125.B10,5-1.4571			•					
	Supplier: D8286								
27	NSN - NNO: 5340-12-146-1815	W248A	W2481	50	Each	XXXXXXXXXX	\$	See Herein	
	CLAMP, LOOP								
	NSCM/CAGE - COF/CAGE: D0510								
	Part No N° de la partie:								
	DIN3016-A1-6X9-W1-2								
28	NSN - NNO: 5305-12-142-5935	W248A	W2481	200	Each	XXXXXXXXXX	\$	See Herein	
	SCREW, CAP, SOCKET HEAD								
	NSCM/CAGE - COF/CAGE: 81574								
	Part No N° de la partie:								
	AP375697								

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29	NSN - NNO: 5320-12-126-7335	335	W248A	W2481	300	Each	XXXXXXXXXX	<b>∞</b>	See Herein	
	KIVET, SOLID  NSCM/CAGE - COF/CAGE: D8286	10								
	Part No N° de la partie:									
30	NSN - NNO: 5305-01-552-3823	323	W248A	W2481	100	Each	XXXXXXXXX	<b>↔</b>	See Herein	
	SCREW, CAP, HEXAGON HEAD									
	PART NUMBER:									
	ISO4017-M6X16-8.8-A2D									
	NSCM: 19008									
31	NSN - NNO: 5331-00-481-0052	)52	W248A	W2481	25	Each	XXXXXXXXX	\$	See Herein	
	O-RING		_							
	NSCM/CAGE - COF/CAGE: 02697	7								
	Part No N° de la partie:									
	2-283 N674-70									
32	NSN - NNO: 6645-01-128-6932	932	W248A	W2481	5	Each	XXXXXXXXX	↔	See Herein	
	METER, TIME TOTALIZING									
	NSCM/CAGE - COF/CAGE: 10236	10	_							
	Part No N° de la partie:									
	25G8CS									

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33	NSN - NNO: 1015-12-191-3 HEAD PAD	3510	W248A	W2481	8	Each	XXXXXXXXX	<del>\$</del>	See Herein	
	ᄪ	92								
	Part No N° de la partie: 2500075-198780.000.0	0								
34	NSN - NNO: 4933-12-191-6302 TESTING DEVICE NSCM/CAGE - COF/CAGE: D2396 Part No N° de la partie:	5302	W248A	W2481	4	Each	XXXXXXXXXX	<i>s</i> •	See Herein	
	6008R-0100.00.0									
35	NSN - NNO: 1015-12-192-6815 CABLE NO 60 NSCM/CAGE - COF/CAGE: D2692 Part No N° de la partie: 2500135-066160.000.0	8815	W248A	W2481	8	Each	XXXXXXXXXX	<i>∽</i>	See Herein	
36	5365-1 )F/CAGE	-453 33	W248A	W2481	61	Each	XXXXXXXXXX	<del>\$</del>	See Herein	
	Part No N° de la partie: 272. 1329.00-03									

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37	NSN - NNO: 4810-12-198-7976 VALVE, ROTARY, SELECTOR NSCM/CAGE - COF/CAGE: D1572 Part No N° de la partie: S4-0400451	W248A	W2481	9	Each	XXXXXXXXX	€	See Herein	
38	NSN - NNO: 1015-12-301-3618 COOLER HYDRAULIC  NSCM/CAGE - COF/CAGE: D9893 Part No N° de la partie: S4-0600181	W248A	W2481	3	Each	xxxxxxxxxx	<b>∽</b>	See Herein	
39	NSN - NNO: 1240-12-303-4494 EYESHIELD,OPTICAL INSTRUMENT NSCM/CAGE - COF/CAGE: C5393 Part No N° de la partie: 536119-8530.000	W248A	W2481	10	Each	XXXXXXXXXX	€-	See Herein	
40	NSN - NNO: 5330-12-304-4891 GASKET AND PREFORMED PACKING SET NSCM/CAGE - COF/CAGE: D8266 Part No N° de la partie: 8735860015	W248A	W2481	29	Each	XXXXXXXXXX	<b>∽</b>	See Herein	

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4	NSN - NNO: 4720-12-324-2706	706	W248A	W2481	4	FA	XXXXXXXXXX	<i>€</i>	See Herein	
!	ASSEMBLY,	)		i i		İ		÷		
	NSCM/CAGE - COF/CAGE: D2396	10								
	Part No N° de la partie:									
	6008R-2600.00.0									
43	NSN - NNO: 5330-12-324-7247	247	W248A	W2481	58	EA	XXXXXXXXX	\$	See Herein	
	GASKET AND PREFORMED PACKING SET	3 SET								
	NSCM/CAGE - COF/CAGE: D9434	4								
	Part No N° de la partie:									
	5566002									
45	NSN - NNO: 1015-12-341-9934	934	W248A	W2481	4	EA	XXXXXXXXXX	\$	See Herein	
	BUFFER, RECOIL MECHANISM									
	NSCM/CAGE - COF/CAGE: D2396	10								
	Part No N° de la partie:									
	2500255-322500.00.0						-			
46	NSN - NNO: 5330-12-344-8347	347	W248A	W2481	8	EA	XXXXXXXXXX	\$	See Herein	
	GASKET									
	NSCM/CAGE - COF/CAGE: C5393	8								
	Part No N° de la partie:									
	536519.0045.000									

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		Dest.	lnv.			Unit Price/F	nitaire		
Item		Code	Code	Qty	U. of I.	FOB	FOB/FAM	Delivery Reg.	Del. Offered
Article	Description	Dest.	Fact.	Qté	U. de D.	Destination	Plant/Usine	Livraison Req. Liv. offerte	Liv. offerte
47	NSN - NNO: 3940-12-357-0113	W248A	W2481	3	EA	XXXXXXXXX	↔	See Herein	
	LINK, HOISTING								
	NSCM/CAGE - COF/CAGE: D1871								
	Part No Nº de la partie:								
	2300436-990180.002.0								
48	NSN - NNO: 6685-12-159-6685	W248A	W2481	12	EA	XXXXXXXXX	<b>\$</b>	See Herein	
	TRANSMITTER, TEMPERATURE, ELECTRICAL								
	RESIS								
	NSCM/CAGE - COF/CAGE: D2689								
	Part No N° de la partie:								
	1229 8058								

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Buyer ID - Id de l'acheteur

270bl

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## **PART 1 - GENERAL INFORMATION**

# 1. Security Requirement

There is no security requirement associated with this bid solicitation.

# 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 World Trade Organization Agreement on Government Procurement (WTO-AGP), 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 <u>are set out in the Standard Acquisition Clauses and Conditions Manual</u> (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 (2014/03/01) 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	2011/05/16	Controlled Goods Program
		(Item 2,5,6,8,9,33-35,38,39)
B1000T	2007/11/30	Condition of Material
B3000T	2006/06/16	Equivalent Products
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 proposals 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 proposals resulting from this RFP.

#### 3. Submission of Bids

Bids must be submitted <u>ONLY TO PUBLIC WORKS AND GOVERNMENT SERVICES CANADA</u> (<u>PWGSC</u>) <u>BID RECEIVING UNIT</u> by the date, time and place indicated on page 1 of the bid solicitation.

## 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.

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

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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.

#### 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

#### 6.1 Canadian-Based Contractor

Canadian-based bidders must submit firm prices for items in Canadian Dollars (CAD) or Euros (€), Canadian customs duties, and excise taxes included, where applicable, and any other applicable taxes excluded, FCA Free Carrier, (Contractors Facility \*) as per Incoterms 2000.

Delivery location /	naint		
Jenvery location /	[ )( )[ ] [ ]		

\* Bidders are required to specify above the delivery location / point to be considered as the FCA Plant location / point.

## 6.2 Foreign-Based Contractor

Foreign-based bidders must submit firm prices for items in Canadian Dollars (CAD) or Euros (€), Canadian customs duties, excise taxes, and any other applicable taxes excluded, FCA Free Carrier, (Contractors Facility \*\*) as per Incoterms 2000.

Deliver	y location /	point:			

- \*\* Bidders are required to specify above the delivery location / point to be considered as the FCA Plant location / point.
- 6.3 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.

#### 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. Description and Traceability

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a) The description given in the line items may be a short description. The full description is available in the public domain. The NATO Stock Number may include a part number or numbers in addition to that listed in the description of a line item. It is the responsibility of the bidder to refer to the NATO Stock Number and to ascertain therefrom such other part number as may fulfil the requirements of the NATO Stock Number. Part numbers with a RNCC/RNVC code of 5-9, 6-9 or D-9 are not acceptable part numbers.

b) **Traceability** - Items offered shall not be identified as being produced by a NATO Supply Code for Manufacturer (NSCM) unless produced by that manufacturer or its accredited manufacturer/supplier. **It is the bidder's responsibility** to ensure that they and/or their supplier are legally entitled to manufacture the parts which are being offered.

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

#### 10. Foreign Suppliers (GST/HST/QST)

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Any contracts that call for delivery outside of Canada awarded to foreign suppliers should not include the GST/HST/QST.

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## 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, part number or substitute/equivalent)
- 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.

For evaluation purposes bids submitted in foreign currencies will be converted into Canadian dollars at Bank of Canada rate of exchange applicable at bid closing.

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#### **PART 4 - CERTIFICATIONS**

#### 1. 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.

#### 2. Certifications 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" 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 <u>"FCP Limited Eligibility to Bid"</u> is at the time of contract award.

## PART 5 - RESULTING CONTRACT CLAUSES

#### **SECTION A - ADMINISTRATION**

## A1. Security Requirement

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There is no security requirement associated with the requirement.

#### A2. Authorities

## 2.1 Contracting Authority

The Contracting Authority for the Contract is:

Linda Abboud Supply Sepecialist 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) 956-5427 Facsimile: (819) 956-0648

E-mail address: Linda.Abboud@pwgsc-tpsgc.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

**General enquiries** 

Name and telephone number of the person responsible for:

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

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(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 (2014/03/01) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

#### A4. Certifications

## 4.1 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.

## 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. 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 (2014/03/01) General Conditions Goods (Medium Complexity):
- (c) Annex "A", Non-disclosure Agreement
- (d) the Contractor's bid dated \_\_\_\_\_\_.

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## **SECTION B - REQUIREMENT**

## B1. Requirement

The Contractor must supply the item(s) as detailed on the Line Item Detail Page(s).

## 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	2011/05/16	Controlled Goods Program
		(Item 2,5,6,8,9,33-35,38,39)
B4060C	2011/05/16	Controlled Goods
		(Item 2,5,6,8,9,33-35,38,39)
D5545C	2010/08/16	ISO 9001:2008 - Quality Management
		Systems - Requirements (QAC C)
		(item 1-7, 10-43, 46-48)
D5540C	2010/08/16	ISO 9001:2008 - Quality Management
		Systems - Requirements (QAC Q)
		(item 8,9,45)
D3010C	2012/07/16	Dangerous Goods/Hazardous Products
D6010C	2007/11/30	Palletization
D2025C	2013/11/06	Wood Packaging Materials
B7500C	2006/06/16	Excess Goods

## B5. Release Documents - Distribution

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

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

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National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A OK2

Attention: TBD

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy 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.

## **B6.** Preparation for Delivery

The Contractor must prepare all items listed below for delivery in accordance with the latest issue of the Canadian Forces packaging specifications D-LM-008-026/SF-001, Preformed Packing, Gaskets or Seals (rubber natural/synthetic, cork, asbestos or leather).

The Contractor must package item numbers 2-6,8-10,12-14,16,17,19-21,32-40,42,43,45,47 and 48 in quantities of 1 by package.

The Contractor must package item number 24 in quantities of 2 by package.

The Contrator must package item numbers 11,15 and 30 in quantities of 10 by package.

The Contrator must package item numbers 7 in quantities of 15 by package.

The Contrator must package item numbers 25 in quantities of 20 by package.

The Contrator must package item numbers 1 in quantities of 25 by package.

The Contrator must package item numbers 23 in quantities of 40 by package.

The Contrator must package item numbers 18, 22, 26 and 27 in quantities of 50 by package.

The Contrator must package item numbers 28 and 29 in quantities of 100 by package.

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The Contractor must prepare item 12 in quantity of 1 by package with stiffeners in accordance with the latest issue o the Canadian Forces Packaging specification D-LM-008-026/SF-001, Performed Packing, Gaskets or Seals (rubber natural, synthetic, cork, asbestos or leather) para 3.4.4 (paperboard or fiberboard stiffeners shall be used for the protection of large gaskets which may be damaged or broken if allowed to bend).

## B7. Shipping Instructions (DND) - Canadian-based Contractor

- 1. Delivery will be FCA Free Carrier at \_\_\_\_\_\_ (Contractor's facility) Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
- 2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics coordination center by telephone, facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Coordination Center (ILCC)
Telephone: 1-877-877-7423 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

- 3. The contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
  - (a) the contract number;
  - (b) consignee address (for multiple addresses, goods must be packaged and labeled separately with each consignee address);
  - (c) description of each item;
  - (d) the number of pieces and type of packaging (i.e., carton, crate, drum, skid):
  - (e) actual weight and dimensions of each piece type, including gross weight;
- (f) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transportation Association Regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the Material Safety Data Sheet.
- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, and the marking of each piece with a Transportation Control Number.

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5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.

- 6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
- 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

OR

#### B7. Shipping Instructions(DND) - Foreign-based Contractors

- 1. Delivery will be FCA Free Carrier at \_\_\_\_\_\_ (Contractor's facility) Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
- 2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics coordination center by telephone, facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.
  - (a) Inbound Logistics Coordination Center (ILCC):

Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
Email: ILHQOttawa@forces.gc.ca

OR

(b) Inbound Logistics United Kingdom (ILUK):

Telephone: 011-44-1895-613023, or

011-44-1895-613024

Facsimile: 011-44-1895-613047

Email: CFSUEDetUKMovement@forces.gc.ca

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: CFSUEDetUKMovement@forces.gc.ca

The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique

Consignment Reference Number must be provided by the Contractor and

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attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor.

OR

(c) Inbound Logistics Europe Area (ILEA):

Telephone: +49-(0)-2451-717199 or 717200

Facsimile: +49-(0)-2451-717189 Email: ILEA@forces.gc.ca

- 3. The Contractor must provide the following information to the DND Inbound Logisticscontact when arranging for shipment:
  - (a) the Contract number:
  - (b) consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
  - (c) description of each item;
  - (d) the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
  - (e) actual weight and dimensions of each piece type, including gross weight;
  - (f) copy of the commercial invoice (in accordance with clause C2608C, section 4, of the Standard Acquisition Clauses and Conditions
     Manual) or a copy of the Canada Border Services Agency form CI1, Canada Customs Invoice;
  - (g) Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
  - (h) North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
  - (i) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transportation Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations and a copy of the Material Safety Data Sheet.
- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific

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consignee address labelling, the marking of each piece with a Control Number and customs documentation.

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Transportation

- 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
- 6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
- 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

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## **SECTION C - FINANCE**

#### C1. Payment

## 1.1 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 line item detail pages. Customs duties are excluded 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.

#### 1.2 SACC Manual Clauses

C6000C	2011/05/16	Limitation of Price
H1001C	2008/05/12	Multiple Payments
C2608C	2012/07/16	Canadian Customs Documentation
D0050C	2007/05/25	End User Certificate

## 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: Linda Abboud Supply Specialist

(c) One (1) copy to:

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

Attention: To be Determined

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270bl

CCC No./N° CCC - FMS No/ N° VME

# 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:

Certification of a Senior Official:

- (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.