13	Ld	p.i	I.v.	Item / Articles
NSN / NNO:5340-15-067-9555 KIT, REPAIR, NYLON SHELL, LH / TROUSSE, REPARATION, ENVELOPE EN NYLON, MAIN GAUCHE P/N requested / N/P requis: REO318-338-062-0425-1 NSCN/MFG! L1912-1-8 COMMUNICATIONS MAS [CANADA] inc	NSN / NNO.5340-20-007-3855 KIT, REPAIR, JWUON SHELL, LH / TROUSSE, REPARATION, ENVELORRE EN NYLON, MAIN GAUCHE P/N requested / N/P reguls RE0218-338-002-0425-1 NSCM/NFG: L1912-1-3 CONNUNICATIONS MAS (CANADA) inc	NSN / NNO: 5340-20-007-3954  KIT, REPAIR, NYLON SHELL, RH / TROUSSE, RÉPARATION, ENVELOPPE EN NYLON, MAIN DROITE P/N requisited / N/P requisit RE0318-338-001-0125-2 NSCHÜNEIG: LI912-1-3 COMMUNICATIONS MAS (CANADA) Inc	NSN / NNO: 5340-20-007-3954 KIT, REPAR, PVLON SHELL, RH. J TROUSSE, RÉPARATION, ENVELOPPE EN NYLON, MAIN DROITE P/N REQUESTE À N/P REQUES, REOSISSABB-6072-0425-2 NSCAPARPE: L1912-L-3 COMBAUNICATIONS MAS (CAMADA) inc	Description / Déscription
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Ó				FIRM UNIT PRICE: Delivered Duty Paid (DDP)/ECA, Transportation costs included, Applicable taxes extra // PRIX UNITAIRE FERME: Service de livraison payé RDA/FCA), Coûts de transport compris, Taxes applicables en sus

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### 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

Attn: Rosemary Asgill-Cummins DAP 5-2-7 Solicitation No/ No de l'invitation: W8485-173795

### Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

### Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Solicitation Closes – L'invitation prend fin

On - le: 04 October/octobre 2016

At - à : 2:00 PM EDT

Title/Titre Solicitation No - No de l'invitation **CF-188 AIRCRAFT SPARES** W8485-173795 Pièces de réchange pour aéronef CF-188 Date of Solicitation - Date de l'invitation 24 August 2016 Address Enquiries to - Adresser toutes questions à Rosemary.Asgill-Cummins@forces.gc.ca Telephone No. - Nº de FAX No - N° de fax téléphone N/A N/A Destination **Department of National Defence Department of National Defence** 25 CFSD Montreal 7 CF Supply Depot 195 Ave & 82nd St. 6363 rue Notre Dame St. E Bldg 236 Montreal Edmonton, AB T5J 4J5 Quebec H1N 3R9 CANADA CANADA

### **Instructions:**

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

	•
Delivery required - Livraison exigée	Delivery offered - Livraison proposée
ASAP	
Vendor Name and Address - Raiso	n sociale et adresse du fournisseur
Name and title of person authorized print) - Nom et titre de la personne (caractère d'imprimerie)	d to sign on behalf of vendor (type or autorisée à signer au nom du fournisseur
Name/Nom	Title/Titre
Signature	Date
T .	

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### **PART 1 - GENERAL INFORMATION**

### 1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

### 1.2 Requirement

The requirement is detailed in Annex A, Line Item Details.

### 1.3 Debriefings

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 North American Free Trade Agreement (NAFTA), the Agreement on Internal Trade (AIT), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement and the Canada-Panama Free Trade Agreement.

### **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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Services and Procurement 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 <u>2003</u> (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

### 2.1.1 SACC Manual Clauses

SACC Manual Clause B1000T (2014-06-26) Condition of Material - Bid

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.

### 2.2 Submission of Bids

Bids must be submitted only to Public Services and Procurement Canada (PSPC) 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 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.

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

### 3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid - three (3) hard copies

Section II: Financial Bid - three (3) hard copies

Section III: Certifications - three (3) hard copies

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 <u>Policy on Green Procurement</u> (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

 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 requirements 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. The total amount of Applicable Taxes must be shown separately.

### 3.1.1 Exchange Rate Fluctuation

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation.

### Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

### 4.1.1 Technical Evaluation

The Contractor must provide the items detailed under the "Line Item Details" at Annex A.

### 4.1.2 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price – Canadian/Foreign Bidders SACC Manual Clause C2000C (2007-11-30), Taxes - Foreign-based Contractor.

### 4.2 Basis of Selection

### 4.2.1 Instructions to Bidders / Contractors

SACC Manual Clause A0069T (2007-05-25), 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.

### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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 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 will render the bid non-responsive or constitute a default under the Contract.

# 5.1 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

## 5.1.1 Integrity Provisions – Required Documentation

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

# 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 available at the bottom of the page of the <a href="Employment and Social">Employment and Social</a> <a href="Development Canada (ESDC) - Labour's">Development Canada (ESDC) - Labour's</a> website <a href="(http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_program.page?&\_ga=1.229006812.1158694905.1413548969).

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

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

**6.1.1** There is no security requirement applicable to the Contract.

### 6.2 Requirement

The Contractor must provide the items detailed under the "Line Item Details" at Annex A.

### 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Services and Procurement Canada.

### 6.3.1 General Conditions

SACC Manual Clause 2010A (2016-04-04), 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 as soon as possible.

### 6.4.2 Delivery Points

Delivery of the requirement will be made to delivery points specified at Annex A of the Contract.

### 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Rosemary Asgill-Cummins

Title: Contracting Officer

Department of National Defence (DND)

Directorate: DGAEPM

Address: 101 Colonel By Drive, Ottawa, ON K1A 0K2

Telephone: \_\_\_\_ \_\_\_\_\_Facsimile: \_\_\_\_ \_\_\_\_

E-mail address: Rosemary.Asgill-Cummins@forces.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.

6.5.2 Technical Authority
---------------------------

The Technical Authority for the Contract is:
Name: Title: Organization: Address:
Telephone: Facsimile: E-mail:
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 Contractor's Representative
The Contractor's Representative for the Contract is:
Name: Title: Organization: Address:
Telephone:  Facsimile:  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 Single Payment

SACC Manual Clause H1000C (2008-05-12), Single Payment.

### 6.6.3 SACC Manual Payment Clauses

SACC Manual Clause C2000C (2007-11-30) Taxes - Foreign-based Contractor.

SACC Manual Clause C2605C (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor.

## 6.6.4 Electronic Payment of Invoices - Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument:

Electronic Data Interchange (EDI);

### 6.7 Invoicing Instructions

SACC Manual Clause H5001C (2008-12-12), 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 addresses for certification and payment as detailed under the "Line Item Details" at Annex A:

### Items 1 and 3

Department of National Defence CFSD Montreal Box 4000 Stn K ATTN: 25 CFSD RECEIPTS SECTION Montreal Quebec H1N 3R9 Canada

AND

### Items 2 and 4

Department of National Defence 7 CF Supply Depot Attention: 7 CFSD Receipts 195 Ave & 82nd St Bldg 236 Edmonton, Alberta T5J 4J5 Canada

b. UPON DELIVERY, please send via email copy of invoice and shipping details to:

xxxxx.xxxx@forces.gc.ca
Department of National Defence
DGAEPM / DAP x-x-x-x,
101 Colonel By Drive, Ottawa ON K1A 0K2

Attention: Xxxxx Xxxxx

### **Certifications and Additional Information** 6.8

#### Compliance 6.8.1

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### **Applicable Laws** 6.9

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

#### **Priority of Documents** 6.10

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.

- DND contract number W8485-173795; (a)
- the general conditions 2010A (2016-04-04), General Conditions Goods (Medium Complexity); (b)
- Annex A, Line Item Details; (c)
- the Contractor's bid dated \_\_\_\_\_ (d)

#### 6.11 **Defence Contract**

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

#### SACC Manual Clauses 6.12

SACC Manual Clause A0300T (2015-07-03), Military Aviation Replacement Parts - Condition and Certification of Deliverables End Items

SACC Manual Clause A0301C (2007-05-25), Military Aviation Replacement Parts - Maintenance of Records.

SACC Manual Clause B7500C (2006-06-16), Excess Goods

SACC Manual Clause D2000C (2007-11-30), Marking

SACC Manual Clause D2001C (2007-11-30), Labelling

SACC Manual Clause D5545C (2010-08-16), ISO 9001:2015 - Quality Management Systems -Requirements (Quality Assurance Code C)

SACC Manual Clause G1005C (2016-01-28), Insurance - No Specific Requirement

#### **Condition of Material - Contract** 6.13

SACC Manual Clause B1006C (2014-06-26), Condition of Material - Contract

National Defence/ Défense nationale Solicitation No. - N° de l'invitation W8485-173795

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

## 6.14 Packaging Requirement using Specification D-LM-008-036/SF-000

SACC Manual Clause D3018C (2014-09-25)

The Contractor must prepare Item Numbers REO318-33B-002-0425-2 and REO318-33B-002-0425-1 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.

## 6.15 Military Aviation Replacement Parts - Airworthiness Documentation

SACC Manual Clause <u>D9010C</u> (2015-02-25)

The Contractor must provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied:

Certificate of Conformance and Packing slip.