



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

### 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

#### 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).

<b>Title/Titre</b> BATTERY, NON RECHARGEABLE/PILE NON RECHARGEABLE	<b>Solicitation No – N° de l'invitation</b> W8486-173570
<b>Date of Solicitation – Date de l'invitation</b> 09-Jan-2017	
<b>Address Enquiries to – Adresser toutes questions à</b>  Michael G. Nixon DLP 7-2-1-1 Michael.Nixon3@forces.gc.ca	
<b>Telephone No. – N° de téléphone</b> 819-939-7397	<b>FAX No – N° de fax</b>
<b>Destination</b>  25 CFSD Receipt Section 6363 Rue Notre Dame St. E. Montreal, QC H1N 2E9	

#### 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**

<b>Solicitation Closes – L'invitation prend fin</b>  At – à : 14 :00   On - le :
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<b>Delivery required - Livraison exigée</b> On or before March 31, 2017	<b>Delivery offered - Livraison proposée</b>
<b>Vendor Name and Address - Raison sociale et adresse du fournisseur</b>	
<b>Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)</b>	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____



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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to this 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 North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

## **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 (2016-04-04), Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications: a) Section 2 Procurement Business Number is deleted in its entirety and b) Section 20, Further Information is deleted in its entirety.

#### **2.1.1 SACC Manual Clauses**

SACC Manual clause B3000T (2016-06-16), Equivalent Products

#### **2.1.2 Description and Traceability**

- 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 fulfill 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 must not be identified as being produced by a NATO Supply Code for Manufacturer (NSCM) or the Commercial And Government Entity (CAGE) code unless produced by that

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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 that are being offered.

### **2.1.3 Replacement Parts – Substitutes and Traceability**

If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide, either with its bid or within 3 working days following receipt of a request from the Contracting Authority, all the technical information (e.g. drawings, specifications, engineering reports, and/or test reports) necessary to clearly demonstrate that the part proposed has the form, fit and function characteristics equivalent to the Part Number(s) and NSCM/CAGE code(s) specified in the bid solicitation. Bidders are requested to include the following information in their bids:

- a) Item Number;
- b) Part Number of the Proposed Equivalent Product; and
- c) NSCM/CAGE code of the Proposed Equivalent Product.

Failure to provide the required technical information will result in the bid being declared nonresponsive with respect to any part for which such information was requested.

The Bidder is advised that availability and retention of records of the manufacturer sufficient to constitute proof of origin will be a condition of the resulting Contract.

## **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 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.

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## **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 (2 hard copies)
- Section II: Financial Bid (2 hard copies)
- Section III: Certifications (2 hard copies)
- Section IV: Additional Information (2 hard copies)

#### **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.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

##### **3.1.1 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "B" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "B" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

##### **3.1.2 Exchange Rate Fluctuation**

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

##### **3.1.3 SACC Manual Clauses**

#### **Section III: Certifications**

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

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

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#### **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 Criteria**

The bid must offer NSN 6135-01-370-2599, Part Number LS14250 or equivalent.

##### **4.1.2 Financial Evaluation**

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

#### **4.2 Basis of Selection**

SACC Manual Clause A0069T (2007-05-25), Basis of selection

### **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 otherwise specified, 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 *Ineligibility and Suspension Policy* (<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**

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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 Employment and Social Development Canada (ESDC) - Labour's website:

([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed)).

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**

There is no security requirement applicable to this Contract.

### **6.2 Requirement**

The Contractor must provide the items detailed under the "Requirement" 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 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.

SACC Manual clause A9006C (2012-07-16), Defence Contract  
SACC Manual clause B7500C (2006-06-16), Excess Goods

#### **6.3.1 General Conditions**

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

### **6.4 Term of Contract**

#### **6.4.1 Delivery Date**

All the deliverables must be received on or before March 31, 2017.

#### **6.4.2 Delivery**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

SACC Manual clause D2000C (2007-11-30), Marking  
SACC Manual clause D2001C (2007-11-30), Labelling  
SACC Manual clause D6010C (2007-11-30), Palletization  
SACC Manual clause D9002C (2007-11-30), Incomplete Assemblies

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A 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 Contractor agrees that the option may be exercised twice and that the maximum quantity allowable under the option is as stated at Annex A however the Crown, at its sole discretion, may reduce the quantity of the option each time the option is exercised.

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

#### **6.4.3 Shipping Instructions - Free on Board Destination and Delivered Duty Paid**

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

FOB Destination 25 CFSD Montreal including all delivery charges and customs duties and Applicable Taxes.

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 CF Supply Depot Montreal  
Montreal, Qué.  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363 / 4673 / 4282 E-mail: [25DAFCTrafficRDV@forces.gc.ca](mailto:25DAFCTrafficRDV@forces.gc.ca)

#### **6.5 Authorities**

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### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mr. Michael G. Nixon  
Title: Procurement Officer  
Department of National Defence  
Directorate: DLP 7-2-1-1  
Address: Gatineau, QC

Telephone: 819-939-7397  
E-mail address: Michael.Nixon3@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.

All bidders' questions, comments or any communication must be directed to the Contracting Authority. Bidders contacting the Project Authority will be considered non-compliant.

### 6.5.2 Project Authority

The Project Authority for the Contract is:

Name: Mr. Alain Lacoste  
Title: Technical Authority  
Organization: DLCSPM 3-3-2-5  
Address: Gatineau, QC

Telephone : 819-939-7227  
E-mail address: ALAIN.LACOSTE@forces.gc.ca

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

## 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 unit price as specified in Annex A for a cost of \$\_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

### 6.6.2 Limitation of Price

SACC Manual Clause C6000C (2011-05-16) Limitation of Price

### **6.6.3 Method of Payment**

SACC Manual Clause H1001C (2008-05-12), Multiple Payments

### **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:

- a. The original and one (1) copy must be forwarded to the consignee
- b. The original and one (1) copy must be forwarded to the following address for certification and payment.  
National Defence Headquarters – MGen George R. Pearkes Building  
101 Colonel By Drive, Ottawa, ON, K1A 0K2 Att: Scott Gould, DLP 3-3-1
- c. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### **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 additional 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 additional 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 Ontario.

### **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 (2015-07-03) General Conditions – Goods, Medium Complexity
- c. Annex A, Requirement;
- d. the Contractor's bid dated \_\_\_\_\_ .

## **6.11 Defence Contract**

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

SACC *Manual* clause D5545C (2010-08-16), ISO 9001: 2008 Quality Management Systems (QAC-C)

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

## **6.12 SACC *Manual* Clauses**

SACC *Manual* clause D3018C (2014-09-25) Delivery, Inspection and Acceptance

The Contractor must prepare item number(s) 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.

The Contractor must package item number(s) 1- in quantities of 1 per package.

**ANNEX "A" Line Item Details**

**REQUIREMENT**

<b>Destination Code - Code destinataire</b>	<b>Destination Address - Adresse de la destination</b>	<b>Invoice Code - Code bur.-comptable</b>	<b>Invoice Address - Adresse de facturation</b>
D - 2	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	W1941	Department of National Defence 25 CFSD Montreal P.O. Box 4000 Station K Montreal, QC H1N 3R9 Canada ATTN : Accounts payable

<b>Item/ Articles</b>	<b>Description/ Description</b>	<b>U. of I. U. de D.</b>	<b>Qty Qté</b>	<b>Quality Assurance Code (QAC)</b>	<b>Firm Unit Price Applicable taxes extra// Prix Unitaire Firme : Taxes applicables en sus</b>	<b>Extended Price: Applicable taxes extra// Prix Unitaire Firme: Taxes applicables en sus</b>	<b>Total Price : Applicable taxes included// Prix Comprise: Taxes applicables inclus</b>
1	NSN: 6130-01-370- 2599, Battery, Non Rechargeable P/N requested, NSCM/MFG: LS14250  NCAGE: 13499, Rockwell Collins Inc.	EA	10000	C			
					<b>TOTAL</b>	<b>\$0.00</b>	<b>\$0.00</b>

**ANNEX "B" to PART 3 OF THE - BID SOLICITATION**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);