

National Defence National Defence Headquarters Ottawa, Ontario K1A 0K2

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

Canadä

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

Or By/Ou par Fax To/A: (819) 997-9776

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

 $At-\grave{a}:~14:00$ Hours (2PM) Eastern Daylight Time / 14:00 (2h PM) Heure Avancee de l'Est

On - le: 29 March 2017

Title/Titre HARNESS,SAFETY,PI	Solicitation No – N° de l'invitation W8485-174343/A					
Date of Solicitation – Date de l'invitation						
16 February 2017						
Address Enquiries to – Adresser toutes questions à						
Department National Defence						
National Defence Headquarters						
MGen Georges R Pearkes Bldg						
101 Colonel by Driv	ve					
Ottawa ON, K1A 0K						
Attn: DAP 2-2-6						
Ralph.McIlveen@forces.gc.ca						
Telephone No. – N°	FAX No – N° de fax					
de téléphone	TAX NO IV GC IGX					
Destination	1					
See herein						
Voir aux présentes						
_						

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				
Only after 18 April 2017- seulement					
apres le 18 Avril 2017					
Vendor Name and Address, Tel # and Email Address - Raison sociale et adresse du					
fournisseur, Numero de Tel. et adresse de courriel.					
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)					
Name/Nom	Title/Titre				
Signature	Date				

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Statement of Requirement

1. Line Item Details

Item	Description	Bidder's Proposed Delivery Date		Unit of Issue	Firm Quantity	All- Inclusive Firm Unit Price, FCA Free	Total Item Cost
		dd.mm.yy				Carrier	
1	1680-01-624-8503 HARNESS,SAFETY,PERSONNEL, HOISTING,HELICOPTER P/N: 497-XXOC NCAGE: 64249 QAC: Q SERIAL NUMBER ITEM		CAAWC	EA	10		
2	1680-01-624-8505 HARNESS,SAFETY,PERSONNEL, HOISTING,HELICOPTER P/N: 497-XLOC NCAGE: 64249 QAC: Q SERIAL NUMBER ITEM		CAAWC	EA	10		
3	1680-01-624-8507 HARNESS,SAFETY,PERSONNEL, HOISTING,HELICOPTER P/N: 497-MOC NCAGE: 64249 QAC: Q SERIAL NUMBER ITEM		CAAWC	EA	10		
4	1680-01-624-8514 HARNESS,SAFETY,PERSONNEL, HOISTING,HELICOPTER P/N: 497-LOC NCAGE: 64249 QAC: Q SERIAL NUMBER ITEM		CAAWC	EA	10		
SUB T		Т					
	able Taxes			Inser	t amount as	HS	T: \$ T: \$ T: \$
TOTA	_						

2. Addresse: (Consignee)

ATTN: CAAWC Main Whse

For Items: 1 to 4.

Department of National Defence
15 Westwin Ave.
Stn Forces,P.O. BOX 1000
ASTRA ON,
KOK 3W0
CANADA

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Requirement

1.2.1 Requirement-Bid

The requirement is under the "Line Item Details" at the beginning of the document.

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) Canada US, 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 <u>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.

The <u>2003 (2016-04-04)</u> Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003 Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows: Bids will remain open for acceptance for a period of not less than 60 days from the closing date of the bid solicitation..

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

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 (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: one (1) hard copy

Section II: Financial Bid: one (1) hard copy

Section III: Certifications: one (1) hard copy

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

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

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

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

4.1.1.1 Mandatory Technical Criteria

Technical requirement (NSN, Part Number, NCAGE or equivalent substitute product.

4.1.2 Financial Evaluation

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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4.1.2.1 Evaluation of Price - Canadian / Foreign Bidders - A0222T (2014-06-26)

Bids will be assessed on an FOB Plant basis.

4.2 Basis of Selection – Multiple Items- A0272T (2010-08-16)

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the *lowest evaluated price* on an "aggregate basis" 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 required with the bid.

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions- Declaration of Convicted Offences

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 with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 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.

5.2.1 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.

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 Statement of Requirement

The Contractor must provide the item(s) listed on the contract.

6.3 Standard 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 Works and Government Services Canada.

6.3.1 General Conditions

<u>2010A (2016-04-04)</u> General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of Contract

All deliverables must be pick up/ shipped only after the 18 April 2017.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ralph Mcilveen
Senior Procurement Officer
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel by Drive,
Ottawa, Ontario,
K1A 0K2
ATT: DAP 2-2-6

Ralph.mcilveen@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.

W8485-174343/A 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. Contractor's Representative (to be completed by the Vendor and returned with the bids) 6.5.3 General enquiries: Name: Telephone no: Facsimile no: E-mail address: Follow up: Name: Telephone no: Facsimile no: E-mail address: 6.6 **Payment**

6.6.1 Basis of Payment -Firm Price- C0207C- (2013-04-25)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price of \$_____, as specified in contract for a cost of \$_ completed at contract award). Customs duties are (insert "included", "excluded" OR "subject to exemption") 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

6.6.2.1 SACC Manual Clauses-- H1001C (2008-05-12) Multiple Payment

6.6.3 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

6.7.1 Invoicing Instructions- H5001C (2008-12-12)

- 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 address shown on page 1 of the contract for certification and payment.
 - One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - c. one (1) copy must be forwarded to the Consignee.

6.8 Certifications and Additional Information

6.8.1 Compliance

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.

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.

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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) the General Conditions 2010A (2016-04-04), General Conditions, Medium Complexity-Goods
- (c) statement of Requirement, Line Item Details; page 2.
- (d) the Contractor's bid dated _____

6.11 Defence Contract

A9006C (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

A0301C (2007-05-25) Military Aviation Replacement Parts - Maintenance of Records

B1202C (2007-05-25) Age Control of Elastomeric Materials

B7500C (2006-06-16) Excess Goods

D2000C (2007-11-30) Marking

D2001C (2007-11-30) Labelling

D2025C (2013-11-06) Wood Packaging Materials

D6010C (2007-11-30) Palletization

D9002C (2007-11-30) Incomplete Assemblies

6.13 Quality Assurance Clauses and QA Authorities

- 6.13.1 D5540C- 2010-08-16- ISO 9001:2008 Quality Management Systems Requirements (Quality Assurance Code Q)- All Items.
- 6.13.2 D5510C- 2014-06-26- Quality Assurance Authority (Department of National Defence) Canadian-based Contractor OR
- 6.13.3 D5515C- 2010-01-11- Quality Assurance Authority (Department of National Defence) Foreign-based and United States Contractor

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6.14 Release Documents- For QAC: Q

- 6.14.1 D5604C- 2008-12-12- Release Documents (Department of National Defence) Foreign-based Contractor
- 6.14.2 D5605C- 2010-01-11- Release Documents (Department of National Defence) United States-based Contractor
- 6.14.3 D5606C- 2012-07-16- Release Documents (Department of National Defence) Canadian-based Contractor
- 6.14.4 D5620C- 2012-07-16- Release Documents Distribution.

6.15 Complete Delivery- D0005C (2007-11-30)

The Contractor must make the complete delivery within -----days from the effective date of the Contract.

6.16 Preparation for Delivery

6.16.1 D3018C- (2014-09-25) Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare the items 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 the items in quantities of 1 *per unit pack*..

6.16.2 D2015C- (2010-01-11) Additional Package Markings - Identical

- 1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided or all items.
 - --- Serial Numbers:
- 2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001

6.17 Shipping Instructions

6.17.1 D0037C-(2016-01-28) Shipping Instructions (Department of National Defence) - Canadian-based Contractor.

- Delivery will be FCA Free Carrier at ______ (Insert the named place, e.g. 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 facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Co-ordination 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;
- consignee address (for multiple addresses, items must be packaged and labelled 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 goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian <u>Transportation of Dangerous Goods Regulations</u>, and a copy of the safety data sheet in English and French.
- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
- 5. The Contractor must not ship the 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 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

OR

6.17.1 D0035C- 2010-01-11-Shipping Instructions (Department of National Defence) - Foreign-based Contractors.

1.	Delivery will be FCA Free Carrier at (insert the named place, e.g. 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 facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Insert the following when the Contractor is located in the United States (U.S.): Inbound Logistics Coordination Center (ILCC): Telephone: 1-877-447-7701 (toll free)

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Facsimile: 1-877-877-7409 (toll free) E-mail: <u>ILHQOttawa@forces.gc.ca</u>

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:

- a. the Contract number;
- 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 <u>C2608C</u>, section 4, of the <u>Standard Acquisition Clauses and Conditions Manual</u>) or a copy of the Canada Border Services Agency form CI1 <u>Canada Customs Invoice</u> (PDF 429KB) (<u>Help on File</u> Formats);
- 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 Transport Association regulations or the applicable Canadian <u>Dangerous Goods Shipping Regulations</u> 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 labelling, the marking of each piece with a Transportation Control Number and customs documentation.
- 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.

6.18 D9010C- 2015-02-25- Military Aviation Replacement Parts - Airworthiness Documentation

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 Compliance