



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 indiqué(s).

**Solicitation Closes –
L'invitation prend fin**

At – à : 02 :00 PM (EDT)

On - le : 2017-04-21

Title/Titre		Solicitation No – N° de l'invitation	
Ammo Pouches for the Close Combat Modular Fighting Rig – Sniper		W8476-175570/B	
Date of Solicitation – Date de l'invitation			
2017-03-14			
Address Enquiries to – Adresser toutes questions à			
Ian Evans			
Telephone No. – N° de téléphone		FAX No – N° de fax	
(819)-939-6476		(819)-997-9699	
Destination - of Goods, Services, and Construction: Destination – des biens, services et construction:			
DEPARTMENT OF NATIONAL DEFENCE CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL Quebec H1N 3V9 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
See herein	
Vendor Name and Address - Raison sociale et adresse du fournisseur	
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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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" of the resulting contract clauses.

1.3 Comprehensive Land Claims Agreement(s)

Not applicable.

1.4 Set-aside Under the Federal Government Procurement Strategy for Aboriginal Business (PSAB)

Not applicable.

1.5 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.

1.6 National Security Exception

Not applicable.

1.7 Trade Agreements

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

1.8 Canadian Content

The requirement is subject to a preference for Canadian goods and/or services.

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:

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 120 days

2.1.1 SACC Manual Clauses

This bid solicitation cancels and supersedes previous bid solicitation number W8476-175570/A dated 2016-11-24 with a closing of 2017-01-25 at 14:00 EST. A debriefing or feedback session will be provided upon request to bidders/offers/suppliers who bid on the previous solicitation.

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 Former Public Servant

Not applicable.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 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.

2.5 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 (3 hard copies)
Section II:	Financial Bid (1 hard copy)
Section III:	Certifications (1 hard copy)
Section IV:	Pre Award Sample pouches (2 of each item bid)

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 Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "A" Appendix "1" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "A" Appendix "1" 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.

Section III: Certifications

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

3.1.2 Pre Award Sample pouches

The bidder must ship two (2) samples for each of the proposed ammunition pouches as per Annex G.

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 and Contractors will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the

certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Will be in accordance with Annex G and Appendix 1 to Appendix 4 of Annex G.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Evaluation will be established using the firm quantity and 100% of the option quantity for each Group.

4.1.2.1

- a) The Bidder must submit firm unit prices in Canadian dollars, applicable taxes are excluded, DDP (Montreal, Quebec) Incoterms 2000, transportation costs included, all applicable Customs Duties and Excise taxes included.
- b) Bidders must submit firm prices for all items listed in the group(s) of items for which they submit prices. The groups of items are as follows:
 - a. Group A: Item 001 and 005
 - b. Group B: Item 002 and 006
 - c. Group C: Item 003 and 007
 - d. Group D: Item 004 and 008

4.2 Basis of Selection

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 a Group by Group 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 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 Required with the Bid

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

5.1.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids for items with a certification that the item(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the item(s) offered being treated as non-Canadian goods.

Bidders must clearly identify below which items meet the definition of Canadian good and complete the certification below.

The Bidder certifies that:

() the item(s) offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause A3050T.

5.1.1.1 SACC Manual clause A3050I (2014-11-27) Canadian Content Definition

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 *Ineligibility and Suspension Policy* (<http://www.ipsgc-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.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification Not applicable.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids for items with a certification that the item(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the item(s) offered being treated as non-Canadian goods.

Bidders must clearly identify below which items meet the definition of Canadian good and complete the certification below.

The Bidder certifies that:

() the item(s) offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause A3050T.

5.2.3.1.1 SACC Manual clause A3050T (2014-11-27) Canadian Content Definition

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 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.

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 (Item 001 – 004)

All the deliverables must be received on or before August 31st 2017.
Must be delivered within 130 days after contract award.

6.4.2 Option to Extend the Contract (Item 005- 008)

The Contracting Authority may exercise the option for each Item no sooner than "1" day after contract award and no later than 36 months after contract award by sending a written notice to the Contractor.

6.4.3 Comprehensive Land Claims Agreement(s)

Not applicable.

6.4.4 Delivery Points

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

6.4.5 Preparation for Delivery

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.

6.4.6 Delivery, Inspection and Acceptance

Preparation for delivery for the items must be in accordance with Annex "C" Canadian Forces Packaging Order (CFPTO-GENERAL), dated 15 July 2011.

6.4.7 Shipping Instructions – Delivery at Destination

1. Goods must be consigned to the destination specified in the Contract and delivered:

- a) Delivered Duty Paid (DDP) (Montreal, Quebec) Incoterms 2000 for shipments from commercial contractor

6.4.8 SACC Manual Clauses

C5201C (2008/05/12) Prepaid Transportation Charges
D2025C (2013/11/06) Wood Packaging Materials
D5545C (2010/08/16) ISO 9001:2008 – Quality Management Systems – Requirements (QAC C)
D6010C (2007/11/30) Palletization
B7500C (2006/06/16) Excess Goods
D9002C (2007/11/30) Incomplete Assemblies
D3018C (2014-09-25) Packaging Requirement using Specification D-LM-008-036/SF-000

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ian Evans
Title: DLP 5-3-5-1
Department of National Defence
Directorate: DLP/DGLEPM

Mailing Address
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

Telephone: 819-939-6476
E-mail address: ian.evans@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 Project Authority

The Project Authority for the Contract is:

Mailing Address

101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

DSSPM _____ (to be advised at contract)

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.

6.5.3 Procurement Authority

Name: Ian Evans
Title: DLP 5-3-5-1
Department of National Defence
Directorate: DLP/DGLEPM

Mailing Address
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

Telephone: 819-939-6476
E-mail address: ian.evans@forces.gc.ca

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

6.5.4 Contractor's Representative

General enquiries

Name:
Telephone :
Facsimile:
E-mail address:

Delivery follow-up

Name:
Telephone :
Facsimile:
E-mail address:

6.6 Proactive Disclosure of Contracts with Former Public Servants
Not applicable.

6.7 Payment

6.7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in Annex A 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.

6.7.2 Limitation of Price

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

6.7.3 Terms of Payment

H1001C (2008-05-12) Multiple Payments

6.7.4 SACC Manual Clauses

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

6.7.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 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 address for certification and payment.

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: DLP
Email: _____ (to be inserted at contract award)

6.9 Certifications and Additional Information

6.9.1 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.

6.9.2 SACC Manual Clauses
A3060C (2008-05-12) Canadian Content Certification

6.10 Applicable Laws

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

6.11 Priority of Documents

If there is a discrepancy between the wordings 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 – Goods (Medium Complexity)
- (c) Annex A, Requirement;
- (d) Annex B, Statement of Work;
- (e) Appendix 1 to Annex B, Specification;
- (f) Annex C, CFTPO-General;
- (g) Annex D, Specification for Label, Clothing and Equipment, D-80-001-055/SF-001;
- (h) Annex E, Department of National Defence Requirements for Manufacturer's Standard Pack, D-LM-008-036/SF-100;
- (i) Annex F, Specification for Marking for Storage and Shipment, D-LM-008-002/SF-001;
- (j) the Contractor's bid dated _____.

6.12 Defence Contract

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

6.13 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance

ANNEX "A"
REQUIREMENT

1. TECHNICAL REQUIREMENT

The Contractor is required to provide Canada for the Department of National Defence (DND) with Ammo Pouches for the Close Combat Modular Fighting Rig to be supplied in four (4) distinct types.

Items must be manufactured in accordance with:

- Annex B - Statement of Work
- Appendix 1 to Annex B - Specification
- Annex C - CFPO-General dated 15 July 2011
- Annex D - Specification for Label, Clothing and Equipment, D-80-001-055/SF-001;

2. ADDRESSES

Destination Address
25 CF Supply Depot Montreal
Montreal, QC.
514-252-2777, ext. 2363
25DAFCTrafficRDV@forces.gc.ca

Invoicing Address
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: DLP
Email: _____ (to be inserted at contract award)

3. DELIVERABLES

CONTRACT QUANTITY

Firm – Item 001 – 004

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, FCA Free Carrier, Applicable taxes extra
001	Double mag pouch for .50 cal	638	each	\$ _____
002	Single mag pouch for .50 cal	638	each	\$ _____

003	Double mag pouch for .338	638	each	\$ _____
004	Single mag pouch for .338	638	each	\$ _____
Total		2,552		

Options – Item 005 – 008

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, FCA Free Carrier, Applicable taxes extra
005	Double mag pouch for .50 cal	760	each	\$ _____
006	Single mag pouch for .50 cal	760	each	\$ _____
007	Double mag pouch for .338	760	each	\$ _____
008	Single mag pouch for .338	760	each	\$ _____
Total		7603,040		

4. OPTION QUANTITIES – Identified as Items 005 to 008

The Contractor grants to Canada the irrevocable option to acquire the goods described under items 005 to 008 and under the same terms and conditions and at the prices stated in the Contract.

Each option Item may only be exercised by the Contracting Authority for a minimum of 190 pouches of up to a maximum of 760 pouches and will be evidenced through a contract amendment.

The Contracting Authority may exercise the option Item 005, 006, 007 or 008 no later than 36 months after contract award date by sending a written notice to the Contractor.

Only one (1) amendment may result for each option, Canada may request from 0-4 Amendments for item(s) 005, 006, 007, 008.

ANNEX "A" APPENDIX 1 to PART 3 OF THE - BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)