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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed in Annex "A" of the resulting contract clauses.

### **1.2 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.

### **1.3 Trade Agreement(s)**

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

### **1.4 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: 90 days

### **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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

### **2.3 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

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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 (2 hard copies and 1 soft copy on CD, DVD)
- Section II: Financial Bid (2 hard copies and 1 soft copy on CD, DVD)
- Section III: Sample: 1x complete Semi-Automatic Sniper Weapon Bi-Pod
- Section IV: Sample: Semi-Automatic Sniper Weapon Bi-Pod alternate feet (1x set per foot style)
- Section V: 4 x Operator Manuals (hard copies)
- Section VI: 1 x completed Workbook, Appendix 1 to Annex E (hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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- 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 “B” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “B” 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.

**3.1.2 Exchange Rate Fluctuation**

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.
- (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 E, Appendix 1 to Annex E, and Appendix 2 to Annex E.

##### **4.1.1.2 Point Rated Technical Criteria**

Will be in accordance with Annex E and Appendix 2 to Annex E.

#### **4.1.2 Financial Evaluation**

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

Bidders must provide individual prices for each item and/or destination.

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

#### **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 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 [A3050T](#) 201-11-27 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.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2.2 Additional Certifications Precedent to Contract Award**

#### **5.2.2.1 Canadian Content Certification**

**5.2.2.1.1** *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:

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"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 and 002)**

All the deliverables must be received on or before September 31<sup>st</sup> 2017.

##### **6.4.2 Option to Extend the Contract (Item 003 and 004)**

The Contracting Authority may exercise the option within 36 months after contract award by sending a written notice to the Contractor.

##### **6.4.3 Delivery Points**

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

##### **6.4.4 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.

##### **6.4.5 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

The Contractor must prepare item number(s) 001-004 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) 001-004 in quantities of up to a maximum of by package.

##### **6.4.6 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  
D6009C (2013-04-25) Shipping Instructions - Delivery and Destination Schedules Unknown

#### **6.5 Authorities**

##### **6.5.1 Contracting Authority**

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



National Defence  
DGLPEM/DLP 5  
The National Printing Bureau  
45 Boulevard Sacré-Coeur  
Gatineau, QC  
J8X 1C6

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**

45 Boulevard Sacré-Coeur  
Gatineau, QC  
J8X 1C6

DSSPM \_\_\_\_\_ (to be named after Contract Award)

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 Contractor's Representative**

#### **General enquiries**

Name:  
Telephone :  
Facsimile:  
E-mail address:

#### **Delivery follow-up**

Name:  
Telephone :  
E-mail address:

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

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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 Limitation of Price**

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

**6.6.3 Terms of Payment**

H1001C 2008-05-12 Multiple Payments

**6.6.4 SACC Manual Clauses**

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

**6.6.5 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)

**6.7 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  
DGLPMP/DLP 5  
The National Printing Bureau  
45 Boulevard Sacré-Coeur  
Gatineau, QC  
J8X 1C6  
Attention: Ian Evans, DLP 5-3-3  
Email: \_\_\_\_\_(to be inserted at contract award)

**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.

#### **6.8.2 SACC Manual Clauses**

[A3060C](#) 2008-05-12 Canadian Content Certification

#### **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) the general conditions 2010A 2016-04-04, General Conditions – Goods (Medium Complexity)
- (c) Annex A, Requirement;
- (d) Annex B, Electronic Payment Instruments
- (e) Annex C, Specification;
- (f) Annex D, Department of National Defence Requirements for Manufacturer's Standard Pack,
- (g) the Contractor's bid dated \_\_\_\_\_;

#### **6.11 Defence Contract**

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

#### **6.12 Insurance Requirements**

*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 Semi-Automatic Sniper Weapon Bipods.

**Items must be manufactured in accordance with:**

Annex C, Specification;

**2. ADDRESSES**

Destination Address

25 CF Supply Depot Montreal  
Montreal, QC.  
514-252-2777, ext. 2363  
[25DAFCTrafficRDV@forces.gc.ca](mailto:25DAFCTrafficRDV@forces.gc.ca)

Invoicing Address

The Department of National Defence  
The National Printing Bureau  
45 Boulevard Sacré-Coeur  
Gatineau, QC  
J8X 1C6  
Attention: DLP \_\_\_\_\_  
Email: \_\_\_\_\_ (to be inserted at contract award)

**3. DELIVERABLES**

CONTRACT QUANTITY

Firm Quantity (Item 001-002)

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP Applicable taxes extra
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001	Semi-Automatic Sniper Weapon (SASW) Complete Bipod in accordance with Annex C	272	each	\$ _____
002	Semi-Automatic Sniper Weapon (SASW) Bipod leg alternate foot kit in accordance with Annex C	272	each	\$ _____

**Option Quantities (Items 003-004)**

Item	Description	Estimated Quantity	Unit of Issue	Firm Unit Price, DDP Applicable taxes extra
003	Semi-Automatic Sniper Weapon (SASW)  Complete Bipod in accordance with Annex C	50	each	\$ _____
004	Semi-Automatic Sniper Weapon (SASW) Bipod leg alternate foot kit in accordance with Annex C	50	each	\$ _____

**4. OPTION QUANTITIES – Identified as Items 003 to 004**

The Contractor grants to Canada the irrevocable option to acquire the goods described under items 003 to 004 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 quantity of 10 units and up to a maximum quantity of 50 units and will be evidenced through a contract amendment.

The maximum value for all amendments combined must not exceed \$ (to be advised at contract award) including applicable taxes.

**ANNEX "B" 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)