



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
Bid Fax/Numéro de télécopieur : (819) 997-9776

| | |
|--|--|
| Title/Titre Brake Shoe, Cable and Conduit Assembly – Trailer/ Segment a frein et assemblage de cables et conduites - remorques | Solicitation No – N° de l'invitation W8486-184225/A/SV |
| Date of Solicitation – Date de l'invitation August 16, 2017 – le 16 août 2017 | |
| Address Enquiries to – Adresser toutes questions à National Defence Headquarters 101 Colonel By Dr Ottawa, Ontario K1A 0K2 Attn: DLP 4-3-2-4 | |
| Telephone No. – N° de téléphone 819-939-5918 | FAX No – N° de fax N/A |
| Destination Specified Herein Précisé dans les présentes | |

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).

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.

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

At – à: 2:00 PM EST – Eastern Daylight time –
Heure avancé de l'Est

On – le: Sept. 25, 2017 – le 25 sept., 2017

| | |
|--|--|
| Delivery required - Livraison exigée See Herein | Delivery offered - Livraison proposée |
| 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 Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement - Bid

The requirement is detailed under the "Line items Detail" in Annex A

1.3 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canadian Free Trade Agreement (CFTA).

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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 (PWGSC).

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 (2017-04-27) 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 02, Procurement Business Number is deleted in its entirety.

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

Delete: Bids will remain open for acceptance for a period of not less than **sixty (60) days** from the closing date of the bid solicitation;

Insert: Bids will remain open for acceptance for a period of not less than **ninety (90) calendar days** from the closing date of the bid solicitation.

Subsection 20.2 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: For bid solicitations issued out of PWGSC headquarters, enquiries concerning receipt of bids may be addressed to the Bid Receiving Unit, Procurement Operational Support Division, telephone 819-420-7200. For bid solicitations issued out of PWGSC regional offices, enquiries concerning receipt of bids may be addressed to the Contracting Authority identified in the bid 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 Enquiries - Bid Solicitation

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

2.4 Applicable Laws - Bid

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:

First page of the Request for Proposal signed by the Bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard 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:

- 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.

3.1.1 Equivalent Products - Replacement Part Number from OEM

1. Products that are equivalent in form, fit, function, quality and performance to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a) designates the brand name and model and/or part number and NSCM/CAGE of the substitute product.
2. Products offered as equivalent in form, fit, function, quality and performance will not be considered if:
 - a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request Bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of Bidders, within three (3) calendar days of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

3.1.2 Equivalent Products and Replacement Part Number from OEM – Samples

- 1) If the Bidder offers an equivalent product or a replacement part number from the OEM, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.
- 2) The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within fourteen (14) calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirement of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6. Prices should appear in “Line Item Details” in Annex A only.

3.1.3 Pricing

Bidders must submit their financial bid as follows:

Bidders must submit firm prices, Delivered Duty Paid (DDP) at the destination of the goods as noted in Annex A, Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian dollars.

3.1.3.1 Pricing - Multi-Item Bid Solicitation

Bidders do not have to quote a price for all items identified in the bid solicitation. However, Bidders must quote a price for all items with identical NATO Stock Numbers in order to be evaluated. Bidders may withdraw one or more items from their bid, after bid closing but prior to contract award, by advising in writing the Contracting Authority.

3.1.3.2 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.

3.1.4 SACC Manual Clauses

3.1.4.1 Exchange Rate Fluctuation

The requirement does not offer exchange rate fluctuation risk mitigation.

Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.5 Best Delivery Date – Bid

While delivery is requested by *November 30, 2017*, Bidders should indicate the best delivery that could be offered under the “Line Item Details” in Annex A.

3.1.6 Bidder's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

General enquiries

Name:

Telephone No:

Facsimile No:

E-mail address:

Delivery follow-up

Name:

Telephone No:

Facsimile No:

E-mail address:

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 Evaluation Criteria - Part Number and NSCM/CAGE

Bidders must indicate the Part Number and the NSCM/CAGE they are offering.

4.1.1.2 Mandatory Technical Evaluation Criteria – Equivalent Products - Replacement Part Number from OEM

Bidders proposing an Equivalent Product or a Replacement Part Number from OEM must indicate the brand name and model and/or Part Number and the NSCM/CAGE they are offering.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Evaluation Criteria

The price of the bid must be in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2010, Canadian Custom Duties and excise taxes included where applicable and Applicable Taxes extra.

Bidders must quote a price for all items with identical NATO Stock Numbers.

4.2 Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest aggregate evaluated price per NATO Stock Number 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 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) (<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.

5.1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's website](#).

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 – Contract

The Contractor must provide the items detailed under the "Line Item Details" in 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 (PWGSC).

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:

Section 01 (2016-04-04) Interpretation

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

Insert: "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 _____ *(To be inserted at Contract Award)*.

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jack Wadas

Title: Procurement Officer

Directorate: DLP 4-3-2-4

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario

K1A 0K2

Telephone: (819) 939-5918

E-mail: jack.wadas@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority

The Technical Authority for the Contract is: *(To be inserted at Contract Award)*

Name:

Title:

Organization

Address:

Telephone:

E-mail:

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however the Technical Authority has no authority to authorize changes to the

scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

Name and telephone number of the person responsible for: *(To be inserted at Contract Award)*

General Enquiries

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery Follow-up

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Price(s)

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 \$_____ *(To be inserted at Contract Award)*, in Canadian dollars. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 SACC Manual Clauses

| SACC Reference | Title | Date |
|----------------|-------------------|------------|
| H1001C | Multiple Payments | 2008-05-12 |

6.6.3 Electronic Payment of Invoices – Contract *(To be inserted at Contract Award)*

The Contractor accepts to be paid using 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)

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. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the consignee for acceptance and payment.
 - b) One (1) copy must be forwarded or e-mailed 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 - Contract

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 (2016-04-04) General Conditions-Goods (Medium Complexity);
- c) Requirement, specified in Annex A;
- d) the Contractor's bid dated _____ *(To be inserted at Contract Award)*, as amended on _____ *(To be inserted at Contract Award)*.

6.11 SACC Manual Clauses

| SACC Reference | Title | Date |
|-----------------------|--|-------------|
| A9006C | Defence Contract | 2012-07-16 |
| B7500C | Excess Goods | 2006-06-16 |
| D2000C | Marking | 2007-11-30 |
| D2001C | Labelling | 2007-11-30 |
| D2025C | Wood Packaging Materials | 2013-11-06 |
| D5545C | ISO 9001:2008 - Quality Management Systems - Requirements (QAC C) | 2010-08-16 |
| D6010C | Palletization | 2007-11-30 |
| D9002C | Incomplete Assemblies | 2007-11-30 |
| G1005C | Insurance | 2016-01-28 |

6.12 Preparation for Delivery

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

The Contractor must prepare all 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 all items up to a maximum of one hundred (100) by package.

6.13 Shipping Instructions - Delivery at Destination

1. Goods must be consigned and delivered to the destination specified in the contract, Incoterms 2010 "DDP Delivered Duty Paid".
2. 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.
 - a) 7 CF Supply Depot Lancaster Park
Edmonton, Alberta
Telephone: 780-973-4011, ext. 4524
 - b) 25 CF Supply Depot Montreal
Montreal, Quebec
Telephone: 1-866-935-8673 (toll free), or
514-252-2777, ext. 2363 / 4673 / 4282
Email : 25DAFCTrafficRDV2forces.gc.ca

ANNEX B

Electronic Payment of Invoices - Bid

Canada requests that Bidders complete option 1 or 2 below:

1. Electronic Payment Instruments will be accepted for payment of invoices.
The following Electronic Payment Instrument(s) are accepted:

- 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)

2. Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.