

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

FAX:819-997-9776

Calinidation Classes

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).

| L'invitation prend fin |
|--------------------------|
| At – à : 14 :00 EDT |
| On - le: 27 /Sept./ 2017 |
| • |
| |

| Valve, Safety Relief | Solicitation No – N° de l'invitation W8482-182076/A |
|---|--|
| Soupape, de Surêté et de Décharge | |
| Date of Solicitation – Date de l'invitation 18-08-2017 | |
| Address Enquiries to – Adresser toute | s questions à |
| Therese.thomas@forces.gc.ca | |
| Telephone No. – N° de téléphone | FAX No – Nº de fax N/A |
| Destination | |
| Department of National Defence | |
| 101 Colonel By Drive Ottawa, ON K1A 0K2 | |
| Attn: D Mar P 4-3-5 | |
| 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 |
|---|---------------------------------------|
| 3 1 | T I I |
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| | |
| Vendor Name and Address - Raison so | ciale et adresse du fournisseur |
| | |
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| | |
| | |
| Name and title of person authorized to | sign on behalf of vendor (type or |
| print) - Nom et titre de la personne auto | |
| 1 / | orisee a signer au nom du rourmsseur |
| (caractère d'imprimerie) | |
| | |
| Name/Nom | Title/Titre |
| | |
| | |
| | |
| Signature | Date |
| | |



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PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed in Annex "A", Line Item Details.

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 Agreements

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 05, Submission of Bids Subsection 3 is deleted.
- c) Section 20, Further Information is deleted in its entirety.

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 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

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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.

Amd. No. - N° de la modif.

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 (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (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

- (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.tpsqc-pwqsc.qc.ca/ecologisation-greening/achats-procurement/politique-policyeng.html). To assist Canada in reaching its objectives, Bidders should:

- use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a 1) 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 "D" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "D" 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

C3010T (2014-11-27), Exchange Rate Fluctuation Risk Mitigation.

- 1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450 , Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
- 2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
- 3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
- 4. At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450 , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
- 5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

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

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

4.1.1.2 Mandatory Technical Evaluation Criteria – Equivalent and Substitute Products

Bidders proposing an Equivalent or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCN/NCAGE they are offering.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

A0069T (2007-05-25), Basis of Selection

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless 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.

5.2.2 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" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website

(http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement

The requirement is detailed in Annex "A", Line Item Details.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract 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</u> (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

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 | Period of the Contract |
| The per | riod of the Contract is from date of Contract to inclusive. |
| 6.4.2 | Delivery Date |
| All the o | deliverables must be received on or before |
| DND re | serves the right to request delivery date changes to before or after March 31 2018. |
| 6.4.3 | Delivery Points |
| Delivery | y 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 Co | ntracting Authority for the Contract is: |
| Title: Organiz Address Telepho Facsimi E-mail a | zation: zation: s: one: = ile: = address: ontracting Authority is responsible for the management of the Contract and any changes to the |
| Contract work in | extended by authorized in writing by the Contracting Authority. The Contractor must not perform excess of or outside the scope of the Contract based on verbal or written requests or instructions by body other than the Contracting Authority. |
| 6.5.2 | Technical Authority |
| The Te | chnical Authority for the Contract is: |
| Title: Organiz | zation: S: |
| Telepho Facsimi E-mail a | |

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

the Work or materiel requirement can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

6.6.3 SACC Manual Clauses

H1000C (2008-05-12) Single Payment

6.7 Invoicing Instructions

H5001C (2008-12-12) 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.

Invoices must be submitted on the supplier's own invoice form and must be prepared to show:

- a) The date
- b) Name and address of the consignee(s)
- c) Item number, quantity, part number, reference number and description
- d) Contract numbers

- 2. Invoices must be distributed as follows:
- a. The original and one (1) copy must be forwarded to the consignee for certification and payment.

Department of National Defence Maritime Forces Atlantic ACCT Payable Bldg. S-90, Room 334 2686 Sextant Lane, Stadacona P.O. BOX 99000 STN Forces Halifax, NS B3K 5X5 Canada

b. One (1) copy must be forwarded to:

| Department of National Defence |
|--------------------------------|
| 101 Colonel By Drive |
| Ottawa, Ontario K1A 0K2 |
| Attention: |
| |

AND

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 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.

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) Annex A, Line Item Details;
- (d) the Contractor's bid dated .

6.11 Defence Contract

A9006C (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

B1006C (2014-06-26) Condition of Material – Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

B7500C (2006-06-16) Excess Goods

G1005C (2016-01-28) Insurance

D9002C (2007-11-30) Incomplete Assemblies

D2000C (2007-11-30) Marking

D2001C (2007-11-30) Labelling

6.13 Quality Assurance

D5540C (2010-08-16) ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)

D5510C (2014-06-26) Quality Assurance Authority (DND) - Canadian-based Contractor

D5515C (2010-01-11) Quality Assurance Authority (DND) - Foreign-based and United States Contractor

D5604C (2008-12-12) Release Documents (DND) - Foreign-based Contractor

D5605C (2010-01-11) Release Documents (DND) – US based Contractor

D5606C (2012-07-16) Release Documents (DND) - Canadian-based Contractor

D5620C (2012-07-16) Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A OK2 Attention: _____

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and

g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
E-mail: ContractAdmin.DQA@forces.gc.ca.

6.14 Packaging

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

The Contractor must prepare item number 001 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 001 in quantities of 1 (ONE) EA by package.

D2025C (2013-11-06) Wood Packaging Materials

D6010C (2007-11-30) Palletization

6.15 Shipping

D6009 (2013-04-25) Shipping Instructions - Delivery and Destination Schedules Unknown

- 1. The Contractor must ship the goods prepaid DDP Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.
- 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. 7H1 CF Halifax Halifax, N.S.

Telephone: 902-427-1441

ANNEX A LINE ITEM DETAILS / ANNEXE A DÉTAILS DES ARTICLES

| Item / Article | Part Number Requested / Numéro de pièce demandé | Or Equivalent / Ou Équivalent If offering an equivalent specify below / Veuillez indiquer lorsqu'un article équivalent est proposé en dessous | Description / Description | Unit of Issue / Unité de distribution | Quantity / Quantité | Destination Address / Adresse de la destination | Invoice Address / Adresse de facturation | Security Requirement / Besoin de Sécurité | | Controlled Goods (CTAT or ITAR) / Marchandises Contrôlées (ATTC ou ITAR) | Trade Agreements / Accords commerciaux |
|----------------------|---|--|-------------------------------------|---|------------------------|--|--|---|---|--|--|
| | P/N | P/N | | | | | | | | | |
| | 2888350 | | NSN: 4820-01-016-6065 | | 5 | CFB Halifax Main Warehouse Bldg D-206 Door 1 thru 13 | Deparment of National Defence Maritime Forces Atlantic P.O. Box 99000, Stn Forces | NO / NON | Q | NO / NON | NAFTA / CFTA |
| | | | | | | | | | | | |
| | NCAGE / NSCM | NCAGE / NSCM | | | | | | | | | |
| 1 | 10001 | | VALVE,SAFETY RELIEF | EA/CH | | | | | | | |
| | Name of Manufacturer / Nom du Fabricant | Name of Manufacturer / Nom du Fabricant | SOUPAPE,DE SURETE ET DE DECHARGE | | | HMC Dockyard Halifax, NS, B3K 5X5 Canada | Halifax, NS, B3K 5X5 Canada | | | | |
| | NAVAIR AND NAVSEA MANAGED | | | | | | | | | | |

ANNEX B BASIS OF PAYMENT / ANNEXE B BASE DE PAIEMENT

| Item Artic | | Description / Description | Unit of Issue / Unité de distribution | Quantity / Quantité | Destination Address / Adresse de la destination | Invoice Address / Adresse de facturation | FIRM UNIT PRICE: Delivered Duty Paid (DDP), Transportation costs included / PRIX UNITAIRE FERME: Service de livraison payé, Coûts de transport compris | Currency of Bid / Devise de soumission | EXTENDED PRICE: Applicable taxes extra / PRIX UNITAIRE FERME: Taxes applicables en sus | Applicable taxes / Taxes applicables | TOTAL PRICE: Applicable taxes Included / PRIX COMPRIS: Taxes applicables inclus |
|---------------|---|--|--|------------------------|--|---|--|---|--|--------------------------------------|---|
| 1 | NCAGE / NSCM Name of Manufacturer / Nom du Fabricant | NSN: 4820-01-016-6065 VALVE,SAFETY RELIEF SOUPAPE,DE SURETE ET DE DECHARGE | EA/CH | 5 | HMC Dockyard | Deparment of National Defence Maritime Forces Atlantic P.O. Box 99000, Stn Forces Halifax, NS, B3K 5X5 Canada | | | \$ - | \$ - | \$ - |
| | | | | | | | | | To | tal | \$ - |

ANNEX "C" 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)