



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Attn: Ron Coutu DAP 5-2-7
Solicitation No/ No de l'invitation:
W8485-184726/A
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 No – No de fax: 819-997-9776

Proposal To: National Defence Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Title/Titre Cell Battery	Solicitation No – N° de l'invitation W8485-184726/A
Date of Solicitation – Date de l'invitation 29 November 2017	
Address Enquiries to – Adresser toutes questions à ronald.coutu.@forces.gc.ca	
Telephone No. – N° de téléphone N/A	FAX No – N° de fax N/A
Destination 25 CFSD Montreal, FCA Free Carrier	
Specified Herein Voir les présentes	

Instructions: See herein.

Instructions: Voir les présentes

<p>Solicitation Closes – L'invitation prend fin</p> <p>At – à : 14 :00 PM EST - HNE</p> <p>On - le : 8 January 2018</p>
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Delivery required - Livraison exigée ASAP	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 Requirements

There is no security requirement associated with the requirement.

1.2 Requirement

The requirement is detailed in Annex A - Line Item Details.

1.3 Debriefings

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

1.4 Trade Agreements

This procurement is subject to the following trade agreement: The Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Colombia Free Trade Agreement, the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA), the Canada-Panama Free Trade Agreement, the Canada-Peru Free Trade Agreement (CPFTA), and the North American Free Trade Agreement (NAFTA).

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 Services and Procurement 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.

2.1.1 SACC Manual Clauses

SACC *Manual* Clause B1000I (2014-06-26), Condition of Material - Bid

2.2 Submission of Bids

Bids must be submitted only to Public Services and Procurement Canada (PSPC) 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to

enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid one (1) hard copy

Section II: Financial Bid one (1) hard copy

Section III: Certifications one (1) hard copy

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

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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

SACC *Manual* Clause C3011T (2013-11-06), Exchange Rate Fluctuation.

Section III: Certifications

Bidders must submit the certifications 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

The Contractor must provide the items detailed at Annex A - Line Item Details.

4.1.2 Financial Evaluation

SACC *Manual* Clause A0066T (2007-05-25), Prices Items – Canadian / Foreign Bidders – Clause 1, Bidders must submit firm prices for all items listed in Annex “A”.

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 evaluated price will be recommended for award of a contract.

4.2.1 Instructions to Bidders / Contractors

SACC *Manual* Clause 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. 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 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html), 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 – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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 (http://www.labour.gc.ca/eng/standards_equity/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

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must provide the items detailed at 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 Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Services and Procurement 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

All the deliverables must be received as soon as possible

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A – Line Item Details.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Ron Coutu
Title: Contracting Officer
Department of National Defence (DND)
Directorate: DGAEPM
Address: 101 Colonel By Drive, Ottawa ON K1A 0K2.
Telephone: _____
E-mail address: ronald.coutu@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:

Name: _____
Title: _____
Department of National Defence
Directorate: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail address: _____

The Technical 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 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: _____
Title: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____

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 a firm unit price, as specified in Annex A for a cost of \$ _____. Customs duties are excluded and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 Multiple Payments

SACC *Manual* Clause H1001C (2008-05-12), Multiple Payments.

6.6.3 SACC Manual Payment Clauses

SACC *Manual* Clause C2000C (2007-11-30), Taxes - Foreign-based Contractor.

SACC *Manual* Clause C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor.

6.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument:

Electronic Data Interchange (EDI)

6.7 Invoicing Instructions

SACC *Manual* Clause 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.

2. Invoices must be distributed as follows:

a. The original and one (1) copy must be forwarded to the following addresses for certification and payment.

Department of National Defence
25 CFSD Montreal
Box 4000 Stn K
ATTN: 25 CFSD INVOICES SECTION
Montreal, Quebec H1N 3R9
Canada

b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

c. UPON DELIVERY, one (1) copy with shipping details must be sent via email to:

Department of National Defence
Attn: xxxxx.xxxx@forces.gc.ca
DGAEPM / DAP,
101 Colonel By Drive, Ottawa ON K1A 0K2

6.8 Certifications

6.8.1 Compliance

Unless otherwise specified, 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

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 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) DND contract number (W8485-184726);
- (b) the general conditions [2010A](#) (2016-04-04), General Conditions - Goods (Medium Complexity);
- (c) Annex A - Line Item Details; and
- (d) the Contractor's bid dated _____.

6.11 Defence Contract

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

6.12 SACC Manual Clauses

SACC *Manual* Clause [A0300T](#) (2015-07-03), Military Aviation Replacement Parts – Condition and Certification of Deliverables End Items

SACC *Manual* Clause A0301C (2007-05-25), Military Aviation Replacement Parts - Maintenance of Records.

SACC *Manual* Clause A0301T (2007-05-25), Military Aviation Replacement Parts – Substitutes and Traceability

SACC *Manual* Clause B7500C (2006-06-16), Excess Goods

SACC *Manual* Clause C2608C (2015-02-25), Canadian Customs Documentation

SACC *Manual* Clause D0050C (2007-05-25), End User Certificate

SACC *Manual* Clause D2000C (2007-11-30), Marking

SACC *Manual* Clause D2001C (2007-11-30), Labelling

SACC *Manual* clause D5545C (2010-08-16) ISO 9001:2008 Quality Management Systems - Requirements **(QAC C) applies to Item(s) 1**, and forms part of the Contract.

SACC *Manual* Clause G1005C (2016-01-28), Insurance - No Specific Requirement

6.13 Condition of Material – Contract

SACC *Manual* Clause 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.

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

6.14.1 SACC *Manual* Clause D3018C (2014-09-25)

The Contractor must prepare Items Numbers (1) 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 Items Numbers (1) in quantities of twenty (20) each by package.

6.14.2 SACC *Manual* Clause D2025C (2013-11-06)

All wood packaging materials used in shipping must conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States

D-01-05 - The Canadian Wood Packaging Certification Program (CWPCP)

6.15 Shipping Instructions/Delivery Appointments

6.15.1 SACC *Manual* Clause D0035C (2010-01-11), Shipping Instructions (Department of National Defence) - Foreign-based Contractors

1. **Delivery will be FCA Free Carrier at _____ (insert the named place, e.g. Contractor's facility)** Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. copy of the commercial invoice (in accordance with clause C2608C, section 4, of the [Standard Acquisition Clauses and Conditions Manual](#)) or a copy of the Canada Border Services Agency form CI1 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
 - g. [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#) and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.

5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

OR

6.15.1 SACC *Manual* Clause D0037C (2016-01-28), Shipping Instructions (Department of National Defence) - Canadian-based Contractor

1. **Delivery will be FCA Free Carrier at _____** (*Insert the named place, e.g. Contractor's facility*). Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Co-ordination Center (ILCC)
Telephone: 1-877-877-7423 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian *Transportation of Dangerous Goods Regulations*, and a copy of the safety data sheet in English and French.

4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

6.16 Military Aviation Replacement Parts - Airworthiness Documentation

SACC *Manual* Clause D9010C (2015-02-25)

The Contractor must provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied:

Certificate of Conformance and Packing slip.

ANNEX A - Line Item Details

Item	Description	Bidder's Proposed Delivery Date	Destination	Unit of Issue	Firm Quantity	All-Inclusive Firm Unit Price, FCA Free Carrier	Total Item Cost
1	Cell, Battery NSN: 6140-01-363-9856 Part No: 16962-26C NSCM/CAGE: 74025 OR EQUIVALENT (<i>if applicable</i>) Please review the notes at the bottom of ANNEX A		Department of National Defence 25 CFSD 6363 Notre Dame St E Montreal, QC H1N 3V9 CANADA Attn: 25 CFSD Receipts Section	EA	340		
TOTAL							\$ _____
Applicable Taxes		Insert amount as				GST: \$ _____ HST: \$ _____ QST: \$ _____	

Bidders proposing an Equivalent or a Substitute Product must indicate the brand name and model and/or Part Number and the NCAGE and name of manufacture they are offering. Should the bidders NCAGE be different, the bidder must provide proof they are authorized to manufacture or sell this part from the Original Equipment Manufacturer either a specification document or drawing.