

National Defence

Défense nationale

Ottawa (Ontario)

K1A 0K2

Quartier général de la Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2

# **REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION**

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

Bid Receiving – PWGSC / Réception des soumissions - TPSGC 11 Laurier St. / 11 rue Laurier Place du Portage, Phase III Core 0B2 / Noyau 0B2 Gatineau Québec K1A 0S5

#### Proposal To: National Defence Canada

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

#### Proposition à : Défense nationale Canada

Solicitation Closes – L'invitation prend fin

On - le : 30-01-2018

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).

At - à: 14:00 : Eastern Daylight Time (EDT)

14:00 : Heure Avanceé de L'Est (HAE)

Title/Titre	Solicitation No – Nº de l'invitation
Shipping and Storage Container Cover	W8476-185768/A
Date of Solicitation – Date de l'invitat	ion
21 December 2017	
Address Enquiries to – Adresser toute	s questions à
Janet Gionet	
janet.gionet@forces.gc.ca	
anet.gionet@iorees.ge.ea	
Telephone No. – Nº de téléphone	FAX No – Nº de fax
<b>Telephone No. – Nº de téléphone</b> 819-939-0844	FAX No – Nº de fax
819-939-0844	FAX No – Nº de fax
	FAX No – Nº de fax
819-939-0844 Destination	
819-939-0844 Destination DEPARTMENT OF NATIONAL DEFE	
819-939-0844 Destination DEPARTMENT OF NATIONAL DEFF 25 CFSD MONTREAL	
819-939-0844 Destination DEPARTMENT OF NATIONAL DEFE 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E.	
819-939-0844 Destination DEPARTMENT OF NATIONAL DEFE 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL	
819-939-0844 Destination DEPARTMENT OF NATIONAL DEFE 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL QUEBEC	
819-939-0844 Destination DEPARTMENT OF NATIONAL DEFE 25 CFSD MONTREAL 6363 RUE NOTRE DAME ST E. MONTREAL	

#### 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
Vendor Name and Address - Raison so	ciale et adresse du fournisseur
Vendor Ivanie and Address - Kaison sc	chale et auresse du fournisseur
print) - Nom et titre de la personne aut	
Name and title of person authorized to print) - Nom et titre de la personne aut (caractère d'imprimerie) Name/Nom	

# Canada

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# PART 1 - GENERAL INFORMATION

#### 1.1 Security Requirements

There are no security requirements applicable to the requirement.

#### 1.2 Statement of Work

The requirement is detailed in Annex "A", Statement of Work.

# 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 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.

# 1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canada-Columbia Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Panama Free Trade Agreement (CKFTA) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

# 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 (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.
- b) Section 20(2), Further Information is deleted in its entirety.

Subsection 5.4 of <u>2003</u>, Standard Instructions - Goods or Services –Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 90 days

# 2.1.1 SACC Manual Clauses

SACC Manual Clause <u>B1000T</u> (2014-06-26) Condition of Material – Bid SACC Manual Clause <u>B3000T</u> (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 ten (10) 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, Canada.

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.

# 2.5 Availability of Drawings

Drawings are available upon request. Bidders are to email their request for drawings to: DND -Attention: Contracting Authority, Email: *janet.gionet@forces.gc.ca* specifying the Solicitation File No. Bidders are responsible to request drawings early enough to ensure that the drawings are received (through regular mail) before bid closing. Drawings for all items referred to in this Request for Proposal will be forwarded to interested bidders as a Technical Data Package (TDP) under a separate cover.

In order to receive a TDP, the proposed Bidder must return a signed copy of Annex "C" to the Contracting Authority on page 1 of this Request for Proposal. It is to be duly signed by a senior representative of the company. The TDP will not be released to any bidder without receipt of the Non-Disclosure Agreement.

# **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 two (2) hard copies

Section II: Financial Bid <u>one (1)</u> hard copy

Section III: Certifications <u>one (1)</u> hard copy

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

Bidders may use Attachment 1 to Part 3 to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial 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 <u>Policy on Green</u> <u>Procurement</u> (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 as follows:

Bidders must submit firm prices, Delivered Duty Paid (DDP) at 25 CF Supply Depot Montreal Montreal, Québec. Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian dollars.

# 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" 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

# 3.1.3 SACC Manual Clauses

# 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

To be considered responsive, a bid must meet all of the following requirements of this solicitation:

Bidders must provide the Part Number or equivalent as noted in Annex A – Statement of Work.

# 4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at 25 CFSD Montreal, Québec, Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

#### 4.2 Basis of Selection

A bid must comply with the 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.

# 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 <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politiquepolicy-eng.html), the Bidder must provide 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 "<u>FCP</u> <u>Limited Eligibility to Bid</u>" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website (http://www.esdc.gc.ca/en/jobs/workplace/human rights/employment equity/federal contractor program.

(http://www.esdc.gc.ca/en/jobs/workplace/human\_rights/employment\_equity/federal\_contractor\_program. page?&\_ga=1.229006812.1158694905.1413548969#afed).

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 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work 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 <u>Standard</u> <u>Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standardacquisition-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:

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.

# 6.3.2 Supplemental General Conditions

4007 (2010-08-16), Canada to Own Intellectual Property Rights in Foreground Information, apply to and form part of the Contract.

# 6.4 Term of Contract

# 6.4.1 Delivery Date

All the deliverables must be received on or before 31<sup>st</sup> May 2018.

# 6.4.2 Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract:

- 1. Incoterms 2010 "DDP Deliver Duty Paid" 25 CFSD, Montreal, Québec.
- 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. 25 CF Supply Depot Montreal Montreal, Qué.

> 6363 Notre Dame St. E Montreal, Quebec, Canada H1N 2E9 Telephone: 1-866-935-8673 (toll free), or 514-252-2777, ext. 2363 / 4673 / 4282 E-mail: 25DAFCTrafficRDV@forces.gc.ca

# 6.5 Authorities

# 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Janet Gionet Title: Contracting Authority Department of National Defence Directorate: DLP 5-1-5 Address: DND National Defence Headquarters MGen. George R. Édifice Peakes 101 Colonel By Drive Ottawa, ON K1A 0K2 E-mail address: janet.gionet@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:	
Organization: _	
Address:	
Telephone:	

E-mail address: \_\_\_\_\_

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:

#### General enquiries

Name: Telephone No: Facsimile No: E-mail address:	
Delivery follow-up	
Name: Telephone No: Facsimile No: 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 prices, as specified in the contract for a cost of* **\$\_\_\_\_\_** *(insert the amount at contract award).* 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 Terms of Payment

SACC Manual clause <u>H1001C</u> (2008-05-12) Multiple Payments

#### 6.6.3 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only).

#### 6.7 Invoicing Instructions

 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.

Each invoice must be supported by:

- a. A copy of the release document and any other documents as specified in the Contract.
- 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:

The Department of National Defence MGen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A 0K2 Attention: DLP 5-1-4-1

b. One (1) copy must be forwarded to the consignee.

# 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

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

# 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, Statement of Work;
- (d) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award*: ", as clarified on \_\_\_\_\_" **or** ", as amended on \_\_\_\_\_" and *insert date(s) of clarification(s) or amendment(s)*)

# 6.11 Defence Contract

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

# 6.12 Insurance

SACC Manual clause G1005C (2016-01-28) Insurance- No Specific Requirement

# 6.13 Packaging Requirement using Specification D-LM-008-036/SF-000 (SACC Clause D3018C)

The Contractor must prepare item 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 in quantities of one (1) by package.

# 6.14 SACC Manual Clauses

SACC Manual clause <u>D2000C</u> (2007-11-30), Markings

SACC Manual clause D2001C (2007-11-30), Labelling

SACC Manual clause <u>D6010C</u> (2007-11-30), Palletization

SACC Manual clause <u>D2025C</u> (2017-08-17), Wood Packing Materials

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

# 6.15 Condition of Material – Contract (SACC Manual Clause <u>B1006C</u>)

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.

#### 6.16 Quality Assurance

SACC Manual clause <u>D5545C</u> (2010-08-16), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C)

# ANNEX "A"

# Statement of Work

# 1. SCOPE

# 1.1. Purpose

The Department of National Defence (DND) requires quantity forty (40) Shipping and Storage Container Covers, NSN 8145-20-010-7372, manufactured in accordance with DND Technical Data Package (TDP), Flexible Storage and Transport Covers (Tarps).

# 1.2. Background

The M777C1 Howitzer is an asset of the Canadian Armed Forces, and is often required to travel under inclement weather. Due to the lack of an available logistical tarp, the howitzer has to be moved without any weather protection.

A prototype TDP was generated by DND in order to procure a fitted Shipping and Storage Container Cover.

# 2. APPLICABLE DOCUMENTS

The following document is applicable to this Statement of Work:

a. Drawing #1251090, title: Flexible Storage and Transport Covers (Tarps) (NSN 8145-20-010-7372)

**Note:** The drawing contains items that will **not** be part of this solicitation as listed:

- (1) **Detail "O":** on sheet 4 of 5 of the drawing, Detail "O" MODIFICATIONS TO EXISTING MUZZLE BRAKE COVER is not part of the requirement.
- (2) **Detail "Q":** on sheet 4 of 5 of the drawing, Detail "Q" CABLE STORAGE POUCH is not part of the requirement.
- (3) On sheet 5 of 5, listed line item 1008 "Muzzle Brake Cover" is not part of this requirement.
- (4) On sheet 5 of 5, disregard note written underneath list of items.

# 3. REQUIREMENTS

# 3.1. Government-Furnished Information (GFI)

The following GFI will be provided on an external media (CD or DVD) upon written request to the Contracting Authority (CA):

a. A complete TDP on CD\DVD to allow manufacturing of the M777C1 Howitzer Cover Shipping and Storage Container, NSN 8145-20-010-7372.

Buyer ID - Id de l'acheteur DLP 5-1-5

# 3.2. Planning and Production

3.2.1. The Contractor must host a kick-off meeting within thirty (30) calendar days of contract award at DND Gatineau facilities to review the requirements and confirm to the DND Technical Authority (TA) the complete understanding of the requirement. Coordination can be facilitated with the TA.

3.2.2. The Contractor must review the Flexible Storage and Transport Cover (TARPS) TDP and provide feedback to DND by written report within fifteen (15) calendar days of receiving TDP if any questions or issues are observed. The report must be in a Microsoft Office format.

3.2.3 The contractor must confirm in writing to the TA their understanding that the Muzzle Brake Cover listed on the TDP is not part of this requirement.

3.2.4. The Contractor must procure all material required as defined in their proposal to manufacture all deliverables listed in Annex A, ATTACHMENT 1 TO PART 3 OF THE - BID SOLICITATION, Pricing Schedule.

3.2.5. The Contractor must report any discrepancies discovered within the TDP to the TA as soon as they are discovered to allow DND to take corrective action as necessary.

3.2.6. The Contractor must manufacture quantity one (1) complete Cover Shipping and Storage Container (as per the TDP, (muzzle cover not included as per note in Section 2 of this SOW)) in preparation for First Article Testing (FAT) and ship to the address listed in section 4, "Deliverables" of this SOW. Transportation charges must be prepaid, and without charge to Canada. If a subsequent FAT is required, the contractor is responsible for any amendment cost to build according to the TDP specifications.

3.2.7. Upon written confirmation of successful completion of FAT from the DND TA, the Contractor must manufacture quantity thirty nine (39) Shipping and Storage Container Covers, NSN 8145-20-010-7372. No work must commence until written confirmation of approval is received from the DND TA. Any production of items before acceptance of the FAT from the TA will be at the sole risk of the Contractor.

3.2.8. The Contractor must label each Shipping and Storage Container Cover with NSN, Part Number and Name.

# 3.3. First Article Testing (FAT)

3.3.1. FAT must occur within sixty (60) calendar days after contract award.

3.3.2. The contractor must notify the CA and TA a minimum of fifteen (15) calendar days prior to the completion of the first item scheduled for FAT in order for DND to prepare and secure a location for the First Article Testing (FAT).

3.3.3. FAT will be conducted at a DND facility by the DND TA upon completion of the delivery of the first Shipping and Storage Container Cover.

3.3.4. The FAT will consist of installing the tarp on a gun and ascertain that it fits in accordance with the TDP.

3.3.5. The TA will record the outcome of the FAT in a report within ten (10) calendar days of FAT and provide a copy to the contractor. The report will be in a Microsoft Office format. No further manufacturing of the Shipping and Storage Container Cover will occur until written confirmation of approval is received from the DND TA.

3.3.6. If there are no discrepancies the FAT report will be an acceptance and approval to move into production.

3.3.7. If the FAT is deemed unsuccessful, the Contractor must submit a subsequent Cover Shipping and Storage Container (as per the TDP, (muzzle cover not included as per note in Section 2 of this SOW)) in preparation for a First Article Test and ship to the address listed in section 4, "Deliverables", of this SOW within thirty (30) calendar days from receipt of unsuccessful report from DND. The contractor must notify the DND TA a minimum of fifteen (15) calendar days before shipping. Transportation charges must be prepaid, and without charge to Canada.

#### 3.4. Certification

The contractor must issue a Certificate of Compliance (CoC) for each Shipping and Storage Container Cover.

# 4. DELIVERABLES

The Contractor must deliver all items listed in Annex A, ATTACHMENT 1 TO PART 3 OF THE - BID SOLICITATION, PRICING SCHEDULE no later than 31<sup>st</sup> May 2018. All deliveries will be made to the following address:

Department of National Defence 25 CFSD Montreal 6363 Notre Dame St. E Montreal, QC H1N 2E9 Canada

# ATTACHMENT 1 TO PART 3 OF THE - BID SOLICITATION

# PRICING SCHEDULE

ltem	NSN	Unit of Issue	Quantity	Unit Price	Total Price
1	First Article Test:NSN: 8145-20-010-7372Name of Item: Cover, Shipping and Storage ContainerPart Number: 1251090 or equivalentNCAGE: 35901If offering an equivalent, please provide complete specifications and 	EA	1	\$	\$
2	NSN: 8145-20-010-7372 Name of Item: Cover, Shipping and Storage Container Part Number: 1251090 or equivalent NCAGE: 35901 If offering an equivalent, please provide complete specifications and descriptions.	EA	39	\$	\$
			1	Taxes	\$
				Total	\$

Bidders may use Attachment 1 to Part 3 to indicate their prices. If Bidders choose to use Attachment 1 to Part 3 to indicate their prices, Bidders must include Attachment 1 to Part 3 in their financial bid.

All information listed in the pricing schedule must be included if the bidders choose to submit the financial bid in another format.

# ANNEX "B" to PART 3 OF THE - BID SOLICITATION

# ELECTRONIC PAYMENT INSTRUMENTS

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

- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);

#### ANNEX "C"

#### NON-DISCLOSURE AGREEMENT

The bidder hereby acknowledges that this technical data package contains Commercially Confidential information. Interested bidders are to return the signed and scanned certification below by email to the individual identified on page one of this Request for Proposal.

The proposed bidder hereby agrees:

- a. To maintain the confidentiality of this Technical Data Package (TDP);
- b. That information contained within the TDP will not be copied, disclosed or provided to another party without the consent of Canada;
- c. To not use the Technical data except as may be necessary to carry out the work for Canada;
- d. To ensure that any prospective subcontractor is subject to the same Conditions;
- e. Return the TDP to the Contracting Authority prior to bid closure for this solicitation if no bid is made; and
- f. Return the TDP to the Contracting Authority within five (5) days after being requested to do so by the Contracting Authority.

Certification of a senior official:				
Name:				
Title:				
Company:				
Address:				
Telephone number:				
Email Address:				
Signature and Title:				
Date:				