

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

SOLICITATION CLOSES L'INVITATION PREND FIN

at - à 2:00 PM

on - le March 21, 2018

TIME ZONE - FUSEAU HORAIRE

Eastern Standard Time (EST)

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITIONS

Proposal to: Department of National Defence (DND)

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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition au : ministère de la Défense nationale (MDN)

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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Issuing Office - Bureau de distribution

Director of Services Contracting (D Svcs C) 3 Department of National Defence 101 Colonel By Drive Ottawa ON K1A 0K2

Title - Sujet

Marijuana Simulation Kits

Solicitation No. - N° de l'invitation

W6369-18-A006

Date of Solicitation - Date de l'invitation

February 9, 2018

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

By e-mail to: - Par courriel à :

Sarah.Hadi@forces.gc.ca

Director Services Contracting (D Svcs C) 3-3-2 Attention: Sarah Hadi

Address enquiries to:

Adresser toute demande de renseignements

à:

Sarah Hadi

Telephone No. E-Mail Address

N° de téléphone Courriel

819-939-8529 Sarah.Hadi@forces.gc.ca

Destination

See herein.

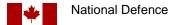
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Telephone No. E-Mail Address N° de téléphone Courriel

Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie)

Signature Date





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

TABLE OF CONTENTS

PART	1 - GENERAL INFORMATION	4
1.1 1.2 1.3	REQUIREMENT DEBRIEFINGS TRADE AGREEMENTS	4 4 4
PART	2 - BIDDER INSTRUCTIONS	5
2.1 2.2 2.3 2.4	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS SUBMISSION OF BIDS ENQUIRIES - BID SOLICITATION APPLICABLE LAWS	5 5 6 6
PART:	3 - BID PREPARATION INSTRUCTIONS	7
3.1 3.2 3.3 3.4 3.5	BID PREPARATION INSTRUCTIONS SECTION I: TECHNICAL BID SECTION II: FINANCIAL BID SECTION III: CERTIFICATIONS SECTION IV: ADDITIONAL INFORMATION	7 7 7 7
ATTAC	CHMENT 1 TO PART 3 - PRICING SCHEDULE	9
ATTAC	CHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS	14
PART	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	15
4.1 4.2	EVALUATION PROCEDURES BASIS OF SELECTION - LOWEST EVALUATED PRICE, MANDATORY TECHNICAL CRITERIA	15 15
ATTAC	CHMENT 1 TO PART 4 - EVALUATION CRITERIA	16
PART :	5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	17
5.1 5.2	CERTIFICATIONS REQUIRED WITH THE BID CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	17 17
PART	6 - RESULTING CONTRACT CLAUSES	19
6.1 6.2 6.3 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 6.12 6.13 6.14	SECURITY REQUIREMENTS REQUIREMENT STANDARD CLAUSES AND CONDITIONS TERM OF CONTRACT AUTHORITIES PAYMENT INVOICING INSTRUCTIONS CERTIFICATIONS AND ADDITIONAL INFORMATION APPLICABLE LAWS PRIORITY OF DOCUMENTS DEFENCE CONTRACT SACC MANUAL CLAUSES SHIPPING INSTRUCTIONS CANADIAN CUSTOMS DOCUMENTATION	19 19 19 20 21 21 22 22 22 22 22 22
ANNEX		25 25





National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

STATEMENT OF REQUIREMENT	25
ANNEX "B"	28
BASIS OF PAYMENT	28





National Defence

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed in Annex A, Statement of Requirement of the bid solicitation.

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).



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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 <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u> (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 <u>2003</u> (2017-04-27), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):

- i. Section 02, Procurement Business Number is deleted in its entirety;
- ii. Section 05, Submissions of bids, subsection 2, paragraph (d), is deleted in its entirety and replaced with the following:
 - (d) Send its bid only to the Department of National Defence location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation;
- iii. Subsection 5.4 of <u>2003</u>, Standard Instructions Goods or Services Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: ninety (90) days;

- iv. Section 06, Late bids, is deleted in its entirety;
- v. Section 07, Delayed bids, is deleted in its entirety and replaced with the following:

07 Delayed bids

It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted;

- vi. Section 08, Transmission by facsimile, is deleted in its entirety; and
- vii. Section 20, Further Information is deleted in its entirety.

2.2 Submission of Bids

Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.

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





Défense nationale

Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

2.2.1 Electronic Submissions

Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

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.



Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

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) soft copy in PDF format submitted by email;

Section II: Financial Bid: one (1) soft copy in PDF format submitted by email;

Section III: Certifications: one (1) soft copy in PDF format submitted by email; and

Section IV: Additional Information: one (1) soft copy in PDF format submitted by email.

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

3.2 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.

3.3 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3. The total amount of Applicable Taxes must be shown separately.

3.3.1 Electronic Payment of Invoices - Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment 2 to Part 3, Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 2 to Part 3, 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.

3.3.2 Exchange Rate Fluctuation

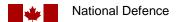
The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

3.4 Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

3.5 Section IV: Additional Information





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation;
- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and email address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
- (iii) For Part 2, article 2.5, Applicable Laws, of the bid solicitation: the province or territory if different than specified; and
- (iv) Any other information submitted in the bid not already detailed.





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Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE

The Bidder must complete the pricing schedule, below, and include it in its financial bid.

The firm rates specified below includes all expenses that may need to be incurred for the Requirement described in Annex A, Statement of Requirement of the bid solicitation.

All prices and costs must be submitted in Canadian Dollars, Applicable Taxes excluded, DAP, Delivered at Place (Ottawa, Ontario), transportation charges included, custom duties excluded, if applicable; and where applicable, Applicable Taxes.

1.0 Initial Purchase (From Date of Contract Award to 30 April 2018)

In consideration of the Contractor the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

#	Description	Quantity	Lead Time (Calendar Days)	Firm Lot Price (in Cdn \$)	TOTAL EXTENDED PRICE (Quantity x Firm Lot Price)
1	Delivery of twenty-six (26) Marijuana Simulation Kits (including the goggles and accessories) as per Article 6.0 of the Statement of Requirement in Annex "A".	26		\$	\$





Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

2.0 Option to Purchase Additional Quantities

This section is only applicable if the option to purchase additional quantities is exercised by Canada.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the goods and services described in the bid solicitation will be consistent with this data.

During the period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the optional period.

2.1 Contract Period One (1) - May 1, 2018 to March 31, 2019 (Optional)

	GOGGLES AND ACCESSORIES						
#	Item	Quantity	Lead Time	Firm Unit Price			
2.1(a)	One Marijuana Impairment Goggle and One Cloth Protective Bag for the Goggle	1		\$			
2.1(b)	One USB with Road Scenes and User Guide	1		\$			
2.1(c)	One Grid Mat Activity	1		\$			
2.1(d)	One Laser Pointer Pack, each pack must include a combination of colours	1		\$			
2.1(e)	Six Activity Balls	1		\$			
2.1(f)	One Marijuana instructional guide for the activities in English	1		\$			
2.1(g)	One Marijuana Impairment Instructional DVD on the Use and Safety of Marijuana. The DVD must be in region code 1 and in MPEG-2 or MPEG-1 format	1		\$			
2.1(h)	Two-hundred Executive Function Double-Sided Maze Packs	1		\$			
2.1(i)	Ten LED Activity Pens	1		\$			
2.1(j)	Five different engaging activities that raises awareness for the involved participants	1		\$			





Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

2.3 Contract Period Two (2) - April 01, 2019 to March 31, 2020 (Optional)

	GOGGLES AND ACCESSORIES						
#	Item	Quantity	Lead Time	Firm Unit Price			
2.1(a)	One Marijuana Impairment Goggle and One Cloth Protective Bag for the Goggle	1		\$			
2.1(b)	One USB with Road Scenes and User Guide	1		\$			
2.1(c)	One Grid Mat Activity	1		\$			
2.1(d)	One Laser Pointer Pack, each pack must include a combination of colours	1		\$			
2.1(e)	Six Activity Balls	1		\$			
2.1(f)	One Marijuana instructional guide for the activities in English	1		\$			
2.1(g)	One Marijuana Impairment Instructional DVD on the Use and Safety of Marijuana. The DVD must be in region code 1 and in MPEG-2 or MPEG-1 format	1		\$			
2.1(h)	Two-hundred Executive Function Double-Sided Maze Packs	1		\$			
2.1(i)	Ten LED Activity Pens	1		\$			
2.1(j)	Five different engaging activities that raises awareness for the involved participants	1		\$			





Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

2.5 Contract Period Three (3) - April 01, 2020 to March 31, 2021 (Optional)

	GOGGLES AND ACCESSORIES						
#	Item	Quantity	Lead Time	Firm Unit Price			
2.1(a)	One Marijuana Impairment Goggle and One Cloth Protective Bag for the Goggle	1		\$			
2.1(b)	One USB with Road Scenes and User Guide	1		\$			
2.1(c)	One Grid Mat Activity	1		\$			
2.1(d)	One Laser Pointer Pack, each pack must include a combination of colours	1		\$			
2.1(e)	Six Activity Balls	1		\$			
2.1(f)	One Marijuana instructional guide for the activities in English	1		\$			
2.1(g)	One Marijuana Impairment Instructional DVD on the Use and Safety of Marijuana. The DVD must be in region code 1 and in MPEG-2 or MPEG-1 format	1		\$			
2.1(h)	Two-hundred Executive Function Double-Sided Maze Packs	1		\$			
2.1(i)	Ten LED Activity Pens	1		\$			
2.1(j)	Five different engaging activities that raises awareness for the involved participants	1		\$			

2.6	Total Estimated	Cost – Goggles and Accessories– Option Period Three (3):	:
	\$	_ (amount to be inserted at Bid Issuance).	



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National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

2.7 Contract Period Four (4) - April 01, 2021 to March 31, 2022 (Optional)

	GOGGLES AND ACCESSORIES					
#	Item	Quantity	Lead Time	Firm Unit Price		
2.1(a)	One Marijuana Impairment Goggle and One Cloth Protective Bag for the Goggle	1		\$		
2.1(b)	One USB with Road Scenes and User Guide	1		\$		
2.1(c)	One Grid Mat Activity	1		\$		
2.1(d)	One Laser Pointer Pack, each pack must include a combination of colours	1		\$		
2.1(e)	Six Activity Balls	1		\$		
2.1(f)	One Marijuana instructional guide for the activities in English	1		\$		
2.1(g)	One Marijuana Impairment Instructional DVD on the Use and Safety of Marijuana. The DVD must be in region code 1 and in MPEG-2 or MPEG-1 format	1		\$		
2.1(h)	Two-hundred Executive Function Double-Sided Maze Packs	1		\$		
2.1(i)	Ten LED Activity Pens	1		\$		
2.1(j)	Five different engaging activities that raises awareness for the involved participants	1		\$		

2.8	Total Estimated Cost – Goggles and Accessories – Option Period Four (4): \$ (amount to be inserted at Bid Issuance).
3.0	TOTAL EVALUATED PRICE
3.1	Goggles and Accessories (Inclusive of all periods (i.e. 1.0 + 2.2 + 2.4 + 2.6 +2.8) \$ (amount to be inserted at Bid Issuance)





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National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

Tł	ne E	Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):
()	Direct Deposit (Domestic and International);
()	Electronic Data Interchange (EDI); and
()	Wire Transfer (International Only).



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory technical evaluation criteria are included in Attachment 1 to Part 4, Evaluation Criteria.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DAP, Delivered at Place (Ottawa, Ontario), transportation charges included, custom duties excluded, if applicable; and where applicable, Applicable Taxes.

For bid evaluation and Contractor selection purposes only, the evaluated price of a bid will be determined in accordance with the Pricing Schedule detailed in Attachment 1 to Part 3.

4.2 Basis of Selection - Lowest Evaluated Price, Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

Should two (2) or more responsive bids achieve an identical lowest evaluated price, the bid with the shortest lead time, as per Attachment 1 to Part 3, will be recommended for award of a contract.





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ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

Mandatory Technical Criteria

No.	MANDATORY TECHNICAL CRITERIA	PROOF OF COMPLIANCE
M1	The Marijuana Simulation Kit, at a minimum, must include the following items:	The Bidder must provide supporting documentations, such as a pamphlet or a
	 a) Marijuana Impairment Goggle and Cloth Protective Bag for the Goggle b) USB with Road Scenes and User Guide c) Grid Mat Activity d) Laser Pointer Pack, each pack must include a combination of colours e) Activity Balls f) Marijuana instructional guide for the activities in English g) Marijuana Impairment Instructional DVD on the Use and Safety of Marijuana. h) Executive Function Double-Sided Maze Packs i) LED Activity Pen j) Engaging activities that raises awareness for the involved participants 	brochure that demonstrates compliance with M1.



Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the Integrity declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 specified will render the bid non-responsive.

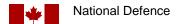
5.2.1 Integrity Provisions - Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (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 (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html).





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

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.



Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Security Requirements

There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the item(s) detailed under the Statement of Requirement at Annex A.

6.2.1 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire the goods described at Annex A, Statement of Requirement, of the Contract under the same conditions and at the prices stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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 (SACC) 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 modification:

(i) Article 01, Interpretation, "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:

"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 period of the Contract is from date of Contract to March 31, 2022.

6.4.2 Delivery Date

All the deliverables must be received by April 30, 2018, or as soon as possible.



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National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

6.5 Authorities

6.5.1 Contracting Authority

The Contractin	g Authority for the Contract is:
[Contact inform Name:	nation to be detailed in the resulting contract] Sarah Hadi
Title:	Sarairriadi
Organization:	
Address:	Department of National Defence
	101 Colonel By Drive
	Ottawa ON K1A 0K2
Telephone:	(819)-939-8529
E-mail:	Sarah.Hadi@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

[Contact information to be detailed in the resulting contract]

Name:
Title:
Organization:
Address:
Department of National Defence (DND)
101 Colonel By Drive
Ottawa ON K1A 0K2

Telephone:
E-mail:

The Technical Authority for the Contract is:

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

[Contact infor	mation to be detailed in the resulting contract]
Name: Title: Address:	
	
Telephone:	



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National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

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 lot price for a cost of \$_____ (amount to be inserted at Contract Award) as specified in Annex "B" Basis of Payment. 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 Method of Payment

H1000C (2008-05-12) Single Payment

6.6.3 Electronic Payment of Invoices - Contract

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

[List to be updated in the resulting contract]

- (i) Direct Deposit (Domestic and International);
- (ii) Electronic Data Interchange (EDI); and
- (iii) 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:

(i) A copy of the Shipping Documentation.

Invoices must be distributed as follows:

Canada requests that the Contractor submits all invoices electronically, as a high quality PDF document to:

- i. Technical Authority: (To be Inserted at Contract Award)
- ii. Contracting Authority: (To be Inserted at Contract Award)



National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

6.8 Certifications and Additional Information

6.8.1 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 _____(The name of the province or territory as specified by the Bidder in its bid will be inserted, if applicable.)

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:

- (i) The Articles of Agreement;
- (ii) The General Conditions <u>2010A</u> (2016-04-04), General Conditions Goods (Medium Complexity);
- (iii) Annex A, Statement of Requirement;
- (iv) Annex B, Basis of Payment; and
- (v) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

6.11 Defence Contract

SACC Manual Clause A9006C (2012-07-16), Defence Contract

6.12 SACC Manual Clauses

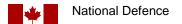
SACC Manual Clause <u>B7500C</u> (2006-06-16), Excess Goods SACC Manual Clause <u>G1005C</u> (2016-01-28), No Specific Requirement

6.13 Shipping Instructions

The Contractor must ship the goods prepaid DAP – Delivered at Place (Ottawa, Canada). 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 export formalities, delivery charges, administration, costs and risks of transport.





Défense nationale

Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

The Department of National Defence is responsible for all import formalities including the remission of applicable duties and taxes.

6.14 Canadian Customs Documentation

General

The Contractor must provide two (2) copies of the Canada Customs Invoice (CCI) or two (2) copies of the commercial invoice marked "For Customs Purposes Only".

For shipments from the United States and Mexico that are of American, Mexican or Canadian origin, as defined by the North American Free Trade Agreement (NAFTA), and for shipments from Israel that are Israeli in origin, as defined by the Canada-Israel Free Trade Agreement (CIFTA), the Contractor must provide proof of origin of the goods. This proof must be in the form of a NAFTA or CIFTA Certificate of Origin for goods valued at C\$1,600 or more, or a simple statement on the invoice for goods valued at C\$1,600 or less. In either case, the document must include an original signature and must reference the contract number. For contracts valued at C\$250,000 or more, the proof of origin will not be required.

The Contractor must not employ commercial customs brokers to custom clear the goods provided under the Contract, unless authorized by the Canadian Material Support Group / Customs, at National Defence Headquarters, telephone: 1-855-210-5149, facsimile: 1-800-306-1811 or 613-971-7333.

Completion of Documents

The CCI or commercial invoice must include the following information:

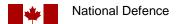
- a. complete description of the goods being shipped, including the applicable United States "Schedule B" codes or United States Harmonized Tariff Schedule codes;
- b. value and terms of sale for each item (e.g. sale, loan, warranty, Incoterms 2000), including value of repairs, warranty repairs or replacement costs:
- c. the Contract number and financial codes (use Field 3 on the CCI form);
- d. country of origin of goods;
- e. when a NAFTA/CIFTA Certificate of Origin has been prepared, the "Description" field of the CCI or commercial invoice must include a statement confirming that it has been completed and is attached to that invoice.

Distribution of Documents

The Contractor must attach the following to shipping container No. 1 of all shipments using a waterproof envelope marked "Canada Customs Documentation":

- a. one (1) copy of the CCI or one (1) copy of the commercial invoice as applicable, and;
- b. one (1) copy of the NAFTA Certificate of Origin (if applicable).





National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

The second copy of each of the above-mentioned forms must be attached to the shipping documents.

A copy of the CIFTA Certificate of Origin must be faxed to 1-800-306-1811 or emailed to <u>DCBSCustoms@forces.gc.ca</u>.



K1A 0K2

National Defence Headquarters Ottawa, Ontario Défense nationale

Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

ANNEX "A"

STATEMENT OF REQUIREMENT

1.0 TITLE

Marijuana Simulation Kit

2.0 INTRODUCTION

3.0 SCOPE

3.1 PURPOSE

The Directorate Force Health Protection/Strengthening the Forces (StF) within the Canadian Forces Health Services Group (CF H Svcs Gp), has a requirement to procure twenty-six (26) Marijuana Simulation Kits. The purpose of the Marijuana Simulation Kits is to raise awareness of marijuana impairment, reduce risk of marijuana impairment, and promote healthy lifestyles within the Canadian Armed Forces (CAF). The marijuana impairment goggles, which is one of the several items included in the Marijuana Simulation Kit, allows users to experience first-hand, the deficits marijuana creates on the body in a similar fashion to "Alcohol Goggles."

3.2 BACKGROUND

On July 1, 2018, the Canadian Government plans to legalize all cannabis substances. As a result, the StF has a need to bolster its educational content and products in the area of cannabis substances, so that they are able to raise awareness and prevent harmful and hazardous use of cannabis. The 2014 Healthy Lifestyle Information Survey (HLIS) study found that in the past 12 months, 5.9% of all Regular Force personnel that participated in the survey, reported using marijuana and hashish for non-medical purposes. These percentages remained unchanged from the year 2008 to the year 2009. A more recent report from the Campaign, entitled 'Leave the Pack Behind' indicated that of the CAF personnel that participated in the survey, 20.2% stated they had used marijuana in the past month.

4.0 DELIVERABLES

- 4.1 The Contractor must provide the following:
 - 4.1.1 Twenty-six (26) complete and functional Marijuana Simulation Kits.

5.0 DELIVERY LOCATION(S)

- 5.1 The Contractor must deliver the twenty-six (26) complete and functional Marijuana Simulation Kits to the following address:
 - 5.1.1 Canadian Forces Health Services Group Headquarters
 Department of National Defence
 101 Colonel By Drive
 Ottawa, ON K1A 0K2



Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

6.0 REQUIREMENTS

6.1 Marijuana Simulation Kit

- 6.1.1 The Contractor must provide twenty-six (26) Marijuana Simulation Kits, each Kit must include the following items:
 - (i) One (1) Marijuana Impairment Goggle and one (1) cloth protective bag for the goggle;
 - (ii) One (1) USB with Road Scenes and User Guide;
 - (iii) One (1) Grid Mat Activity;
 - (iv) One (1) Laser Pointer Pack, each pack must include a combination of colours;
 - (v) Six (6) Activity Balls;
 - (vi) One (1) Marijuana instructional guide for the activities in English;
 - (vii) One (1) Marijuana Impairment Instructional DVD about the Use and Safety of Marijuana. The DVD must be in region code 1 and in MPEG-2, or in MPEG-1 format;
 - (viii) Two-hundred (200) Executive Function Double-Sided Maze Packs;
 - (ix) Ten (10) LED Activity Pens; and
 - (x) Five engaging activities that raises awareness for the involved participants.

6.2 Marijuana Impairment Goggles

- 6.2.1 The Contractor must provide one (1) Marijuana Impairment Goggle, each goggle must provide the participant, at a minimum, with the following stimulated effect experience:
 - (i) Distorted processing of visual information, and alteration of visual perception:
 - (ii) Slower decision making; and
 - (iii) Loss of short-term memory.

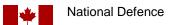
6.3 Marijuana Impairment Instructional DVD

6.3.1 The Contractor must provide one (1) Marijuana Impairment Instructional DVD about the Use and Safety of Marijuana. The DVD must be in region code 1 and in MPEG-2, or in MPEG-1 format.

6.4 Engaging Activities

- 6.4.1 The Contractor must provide five (5) engaging activities, each of the five (5) engaging activities must at a minimum:
 - (i) Increase the participant's awareness of marijuana impairment; and
 - (ii) Educate participants on the potential dangers of marijuana use.
- 6.4.2 Each of the five (5) engaging activities must
 - (i) Be suitable for adult audiences who are 19 years and older; and
 - (ii) Work with the Marijuana Impairment Goggles.





K1A 0K2

National Defence Headquarters Ottawa, Ontario Défense nationale

Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

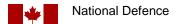
7.0 ACCEPTANCE CRITERIA

- 7.1 The Contractor must deliver twenty-six (26) complete and functional Marijuana Simulation Kits.
- 7.2 All deliverables must be subject to inspection by the Technical Authority or its designated representative. Should any deliverable not be in accordance with the requirements of the Statement of Requirement and to the satisfaction of the Technical Authority, as submitted, the Technical Authority must have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.
- 7.3 Once the units have been shipped, the Contractor must submit shipment documentations to the Contracting Authority.

8.0 TIMEFRAMES

8.1 The Marijuana Simulation Kits must be delivered by April 30, 2018, or as soon as possible.





Défense nationale

Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

ANNEX "B"

BASIS OF PAYMENT

- B.1 Period of the Contract (From Date of Contract Award to April 30, 2018)
- B.1.1 During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract. All prices and costs must be submitted in Canadian Dollars, Applicable Taxes excluded, DAP, Delivered at Place (Ottawa, Ontario), transportation charges included, custom duties excluded, if applicable; and where applicable, Applicable Taxes.
- B.2 Firm Lot Price
- B.2.1 The Contractor will be paid a Firm Lot Price in CDN \$ for the period in accordance with the tables below.
- B.2.2 The Firm All-Inclusive Lot Price specified below includes all expenses, applicable taxes are extra, that may need to be incurred to satisfy the terms of any contract that may result from its bid, for the Requirement described in the Statement of Requirement in Annex A.
- 1.0 Contract Period (From Date of Contract Award to April 30, 2018)

During the period of the Contract, the Contractor will be paid as specified below, for Work performed in accordance with the Contract.

#	Description	Quantity	Lead Time (Calendar Days)	Firm Lot Price (in Cdn \$)	TOTAL EXTENDED PRICE (Quantity x Firm Lot Price)
1	Delivery of twenty-six (26) Marijuana Simulation Kits (including the goggles and accessories) as per Article 6.0 of the Statement of Requirement in Annex "A".	26		\$	\$



K1A 0K2

National Defence Headquarters
Ottawa, Ontario

Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

2.0 Option to Purchase Additional Quantities

This section is only applicable if the option to purchase additional quantities is exercised by Canada.

The volumetric data included in this pricing schedule are provided for bid evaluated price determination purposes only. They are not to be considered as a contractual guarantee. Their inclusion in this pricing schedule does not represent a commitment by Canada that Canada's future usage of the goods and services described in the bid solicitation will be consistent with this data.

During the period of the Contract specified below, the Contractor will be paid as specified below to perform all the Work in relation to the Contract extension.

2.1 Contract Period One (1) – May 1, 2018 to March 31, 2019 (Optional)

GOGGLES AND ACCESSORIES						
#	Item Quantity Lead Time Firm Unit Price					
2.1(a)	One Marijuana Impairment Goggle and One Cloth Protective Bag for the Goggle	1		\$		
2.1(b)	One USB with Road Scenes and User Guide	1		\$		
2.1(c)	One Grid Mat Activity	1		\$		
2.1(d)	One Laser Pointer Pack, each pack must include a combination of colours	1		\$		
2.1(e)	Six Activity Balls	1		\$		
2.1(f)	One Marijuana instructional guide for the activities in English	1		\$		
2.1(g)	One Marijuana Impairment Instructional DVD on the Use and Safety of Marijuana. The DVD must be in region code 1 and in MPEG-2 or MPEG-1 format	1		\$		
2.1(h)	Two-hundred Executive Function Double-Sided Maze Packs	1		\$		
2.1(i)	Ten LED Activity Pens	1		\$		
2.1(j)	Five different engaging activities that raises awareness for the involved participants	1		\$		

2.2	Total Estimated	Cost -	Accesso	ries and	d Warrant	y – Optio	n Period One (1)
			_	_				

\$_____ (Amount to be inserted at Contract Award).





Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

2.3 Contract Period Two (2) - April 01, 2019 to March 31, 2020 (Optional)

GOGGLES AND ACCESSORIES						
#	Item	Quantity	Lead Time	Firm Unit Price		
2.1(a)	One Marijuana Impairment Goggle and One Cloth Protective Bag for the Goggle	1		\$		
2.1(b)	One USB with Road Scenes and User Guide	1		\$		
2.1(c)	One Grid Mat Activity	1		\$		
2.1(d)	One Laser Pointer Pack, each pack must include a combination of colours	1		\$		
2.1(e)	Six Activity Balls	1		\$		
2.1(f)	One Marijuana instructional guide for the activities in English	1		\$		
2.1(g)	One Marijuana Impairment Instructional DVD on the Use and Safety of Marijuana. The DVD must be in region code 1 and in MPEG-2 or MPEG-1 format	1		\$		
2.1(h)	Two-hundred Executive Function Double-Sided Maze Packs	1		\$		
2.1(i)	Ten LED Activity Pens	1		\$		
2.1(j)	Five different engaging activities that raises awareness for the involved participants	1		\$		

2.4	Total Estimated	Cost – Accessories and Warranty – Option Period Two (2):
	\$	(Amount to be Inserted at Contract Award).



Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

2.5 Contract Period Three (3) - April 01, 2020 to March 31, 2021 (Optional)

GOGGLES AND ACCESSORIES						
#	Item	Quantity	Lead Time	Firm Unit Price		
2.1(a)	One Marijuana Impairment Goggle and One Cloth Protective Bag for the Goggle	1		\$		
2.1(b)	One USB with Road Scenes and User Guide	1		\$		
2.1(c)	One Grid Mat Activity	1		\$		
2.1(d)	One Laser Pointer Pack, each pack must include a combination of colours	1		\$		
2.1(e)	Six Activity Balls	1		\$		
2.1(f)	One Marijuana instructional guide for the activities in English	1		\$		
2.1(g)	One Marijuana Impairment Instructional DVD on the Use and Safety of Marijuana. The DVD must be in region code 1 and in MPEG-2 or MPEG-1 format	1		\$		
2.1(h)	Two-hundred Executive Function Double-Sided Maze Packs	1		\$		
2.1(i)	Ten LED Activity Pens	1		\$		
2.1(j)	Five different engaging activities that raises awareness for the involved participants	1		\$		

2.6	Total Estimated C	cost – Accessories and Warranty – Option Period Three (3):
	\$	(Amount to be Inserted at Contract Award).





Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

2.7 Contract Period Four (4) - April 01, 2021 to March 31, 2022 (Optional)

GOGGLES AND ACCESSORIES						
#	Item	Quantity	Lead Time	Firm Unit Price		
2.1(a)	One Marijuana Impairment Goggle and One Cloth Protective Bag for the Goggle	1		\$		
2.1(b)	One USB with Road Scenes and User Guide	1		\$		
2.1(c)	One Grid Mat Activity	1		\$		
2.1(d)	One Laser Pointer Pack, each pack must include a combination of colours	1		\$		
2.1(e)	Six Activity Balls	1		\$		
2.1(f)	One Marijuana instructional guide for the activities in English	1		\$		
2.1(g)	One Marijuana Impairment Instructional DVD on the Use and Safety of Marijuana. The DVD must be in region code 1 and in MPEG-2 or MPEG-1 format	1		\$		
2.1(h)	Two-hundred Executive Function Double-Sided Maze Packs	1		\$		
2.1(i)	Ten LED Activity Pens	1		\$		
2.1(j)	Five different engaging activities that raises awareness for the involved participants	1		\$		

2.8	Total Estimated Cost – Accessories and Warranty – Option Period Four (4):	
	\$	(Amount to be Inserted at Contract Award).

