



National Defence

Défense nationale

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

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

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

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

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

**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 indiqué(s).

<b>Title/Titre</b> AN/PRC-152 SPARES/AN / PRC- 152 PIÈCES DE RECHANGE	<b>Solicitation No – N° de l'invitation</b> W8486-195052
<b>Date of Solicitation – Date de l'invitation</b>	
02-May-2018	
<b>Address Enquiries to – Adresser toutes questions à</b>	
Michael G. Nixon DLP 7-2-1-1 Michael.Nixon3@forccs.gc.ca	
<b>Telephone No. – N° de téléphone</b>	<b>FAX No – N° de fax</b>
819-939-7397	
<b>Destination</b>	
See Herein	

**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**

**Solicitation Closes –  
L'invitation prend fin**  
At – à : 14 :00 12 June 2018

On - le :

<b>Delivery required - Livraison exigée</b>	<b>Delivery offered - Livraison proposée</b>
On or before Mar 31, 2019	
<b>Vendor Name and Address - Raison sociale et adresse du fournisseur</b>	
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 applicable to this solicitation

### **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**

The requirement is subject to the following trade agreements: Canadian Free Trade Agreement (CFTA), 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 Works and Government Services Canada.

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

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

- a) Section 02, Procurement and Business Numbers is deleted in its entirety.
- b) Section 20, Further information is deleted in its entirety

#### **2.1.1 SACC Manual Clauses**

##### Equivalent Products:

- 1) Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - a) designates the brand name, model and/or part number of the substitute product;
- 2) Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

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- 3) In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specification, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within 15 calendar days of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

#### Equivalent Products and Replacement Part Number from OEM – Samples

- 1) If the Bidder offers an equivalent product or a replacement part number from the OEM, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.
- 2) The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within 15 calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirement of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

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

#### **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 (2 hard copies)
- Section II: Financial Bid (2 hard copies)
- Section III: Certifications (2 hard copies)
- Section IV: Additional Information (2 hard copies)

**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 (Montreal, Edmonton) Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian Dollars.

**3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "B" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "B" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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

**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 Financial Evaluation**

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The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at (Montreal/Edmonton) 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 and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an item by item basis will be recommended for award of a contract.

#### **4.3 Mandatory Technical Criteria**

Bidders must provide the Part Number or equivalent as noted in Annex A – Requirement.

### **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.

#### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the *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 ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969#afed](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 Requirement

The Contractor must provide the items detailed under the "Requirement" 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 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.

### 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 on or before March 31, 2019.

#### 6.4.2 Delivery

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

1. Incoterms 2010 "DDP Delivered Duty Paid" Montreal/Edmonton.
2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.
  - a. 7 CF Supply Depot Lancaster Park  
Edmonton, Alta  
Telephone: 780-973-4011, ext. 4524
  - b. 25 CF Supply Depot Montreal  
Montreal, Qué.  
Telephone: 1-866-935-8673 (toll free), or  
514-252-2777, ext. 2363 / 4673 / 4282 E-mail: [25DAFCTrafficRDV@forces.gc.ca](mailto:25DAFCTrafficRDV@forces.gc.ca)

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mr. Michael G. Nixon  
Title: Procurement Officer  
Department of National Defence  
Directorate: DLP 7-2-1-1  
Address: Gatineau, QC  
  
Telephone: 819-939-7397  
E-mail address: [Michael.Nixon3@forces.gc.ca](mailto:Michael.Nixon3@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.

All bidders' questions, comments or any communication must be directed to the Contracting Authority. Bidders contacting the Project Authority will be considered non-compliant.

### 6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: Mr. Jean Lachaine  
Title: Technical Authority  
Organization: DLCSPM 3-7-5-7C  
Address: Gatineau, QC  
  
Telephone : 819-939-7249  
E-mail address: [Jean.Lachaine@forces.gc.ca](mailto:Jean.Lachaine@forces.gc.ca)

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.

## **6.6 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 included and Applicable Taxes are extra.

### **6.6.2 Limitation of Price**

SACC Manual Clause C6000C (2011-05-16) Limitation of Price

### **6.6.3 Method of Payment**

SACC Manual Clause H1000C (2008-05-12), Single Payment

## **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. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the consignee
- b. The original and one (1) copy must be forwarded to the following address for certification and payment.  
National Defence Headquarters – MGen George R. Pearkes Building  
101 Colonel By Drive, Ottawa, ON, K1A 0K2 Att: Michael Nixon, DLP 7-2-1-1

## **6.8 Certifications**

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.

### **6.8.2 SACC Manual Clauses**

SACC Manual clause D2000C (2007-11-30), Marking  
SACC Manual clause D2001C (2007-11-30), Labelling  
SACC Manual clause D6010C (2007-11-30), Palletization  
SACC Manual clause D9002C (2007-11-30), Incomplete Assemblies

## **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) 2010A (2015-07-03) General Conditions – Goods, Medium Complexity
- (c) Annex A, Requirement;
- (d) the Contractor's bid dated \_\_\_\_\_.

## 6.11 Defence Contract

SACC *Manual* clause A9006C (2012-07-16) Defence Contract  
SACC Manual clause D5545C (2010-08-16), ISO 9001: 2008 Quality Management Systems (QAC-C)

## 6.12 Packaging

The Contractor must prepare item number(s) 1, 2 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item number(s) \_\_\_\_ in quantities of 1 per package.

## 6.13 Insurance

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

**ANNEX "A" Line Item Details**

**REQUIREMENT**

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W1941	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	W1941	Department of National Defence 25 CFSD Montreal P.O. Box 4000 Station K Montreal, QC H1N 3R9 Canada ATTN : Accounts payable
W2481	Department of National Defence 7 CFSD Edmonton, Receipts and Issues Section, Edmonton AB T0A 2H0 Canada	W2481	Department of National Defence 7 CFSD Edmonton STN Forces P.O. Box 10500 Edmonton AB T5J 4J5 Canada

Item/ Articles	Part Number/ Numéro de pièces	Description/ Description	Unit of Issue/ Unité de distribution	Optional Quantity/ Quantité optionnel	Destination Address/ Adresse de la destination	Invoice Address/ Adresse de facturation	QAC
1	P/N requested: NSCM/MFG : BR2330  OR EQUIVALE NT.	6135-21-910-3593 BATTERY NON RECHARGE- ABLE	2500		W1941	W1941	C
2	P/N requested: NSCM/MFG : BR2330  OR EQUIVALE NT.	6135-21-910-3593 BATTERY NON RECHARGE- ABLE	1000		W2481	W2481	C

Item/ Articles	Part Number/ Numéro de pièces	Description/ Description	Unit of Issue/ Unité de distribution	Optional Quantity/ Quantité optionnel	Destination Address/ Adresse de la destination	Invoice Address/ Adresse de facturation	QAC
3	P/N requested : 12011-6016-01 OR EQUIVALENT	5340-01-559-4660 BAR, LATCH	500		W1941	W1941	C
4	P/N requested : Z20-0009-003 OR EQUIVALENT	5340-01-559-4749	500		W1941	W1941	C
5	P/N requested : 12102-2700-01 OR EQUIVALENT	5985-01-617-7470	70		W1941	W1941	C
6	P/N requested : 12102-2700-01 OR EQUIVALENT	5985-01-617-7470	25		W2481	W2481	C

**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);