



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 :

alexander.reynolds@forces.gc.ca

(NOTE TO BIDDER: PLEASE INCLUDE
THE PROCESS SOLICITATION NUMBER IN E-
MAIL SUBJECT LINE)

(NOTE AU SOUMISSIONNAIRE: S.V.P.,
IDENTIFIEZ LE SUJET DE VOTRE COURRIEL
AVEC LE NO. DE L'INVITATION)

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).

Solicitation Closes – L'invitation prend fin

At – à : 14:00

On - le : 2018-07-31

Title/Titre Medium Support Vehicle System (MSVS) Batteries Systèmes de véhicules de soutien moyen (SVSM) Batteries	Solicitation No – N° de l'invitation W8486-195271/A
Date of Solicitation – Date de l'invitation	
Address Enquiries to – Adresser toutes questions à National Defence Headquarters 101 Colonel By Drive Ottawa ON K1A 0K2 Attn: Alexander Reynolds, DLP 6-3-7-1 alexander.reynolds@forces.gc.ca	
Telephone No. – N° de téléphone 819-939-0695	FAX No – N° de fax
Destination Please See Annex A – Destination Veuillez voir l'annexe A - Destination	

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 sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this Contract.

1.2 Requirement

The requirement is detailed in **ANNEX A - Requirement & Price**.

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 provisions of the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Columbia Free Trade Agreement (CColFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA).

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.
- c) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

Send its bid only to the address specified in the bid solicitation.

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- d) Section 06, Late Bids, Is deleted in its entirety;
 - e) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:

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.

- f) Subsection 1 of Section 08, Transmission by Facsimile, 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.
- 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 *Electronic Submission of Bids*

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) 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. Technical and financial documents received after the closing time and date will not be accepted.

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

2.3 *Enquiries - Bid Solicitation*

All enquiries must be submitted in writing to the Contracting Authority no later than **7** calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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 (electronic copy)
- Section II: Financial Bid (electronic copy)
- Section III: Certifications (electronic copy)
- Section IV: Additional Information (electronic copy)

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

Bidders must use the table in **ANNEX A – Requirement & Price** to indicate pricing.

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) as indicated in **ANNEX A - Destination** Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian dollars.

Pricing - Multi-Item Bid Solicitation

Bidders must quote a price for all items in order to be evaluated. Bidders may withdraw one or more items from their bid, after bid closing but prior to contract award, by advising, in writing, the Contracting Authority.

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

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.

4.1.1 Technical Evaluation

Bidders must provide the Part Number or equivalent as noted in **ANNEX A – Requirement and Price**.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) indicated in **ANNEX A - Destination** 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.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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 *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.

5.1.2 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 "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\)](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) - 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).

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 requirement is detailed in **ANNEX A - Requirement & Price**.

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) (<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 180 calendar days after contract award.

6.4.2 Shipping Instructions

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

1. Incoterms 2010 "DDP Delivered Duty Paid" as indicated in **ANNEX A - Destination**
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

6.5 **Authorities**

6.5.1 **Contracting Authority**

The Contracting Authority for the Contract is:

Name: Alexander Reynolds
Title: Procurement Officer
Department of National Defence

Directorate: Directorate Land Procurement

Address: 101 Colonel By Drive
Ottawa, ON
K1A 0K2
DLP 6-3-7-1

Telephone: 819-939-0695
E-mail address: alexander.reynolds@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.

6.6 **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 – Requirement & Price*** for a cost of \$_____. Customs duties are ***included*** and Applicable Taxes are extra. **(NOTE TO BIDDER: To be inserted at contract award).**

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 **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. Wire Transfer (International Only);

6.7 *Invoicing Instructions*

H1000C (2008-05-12) Single Payment

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

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 addresses found in **ANNEX A – Destination** for certification and payment.
 - b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 *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 **Quebec and Alberta**.

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;
- (c) **ANNEX A – Requirement & Price**;
- (d) The Contractor's bid dated _____ (**NOTE TO BIDDER: To be inserted at contract award**).

6.11 Defence Contract

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

6.12 Insurance

SACC Manual clause [G1005C](#) (2013-11-06) Insurance

6.13 Packaging Requirement

The Contractor must prepare item numbers 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.

SACC Manual clause [D2000C](#) (2007-11-30), Markings

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

SACC Manual clause [D2025C](#) (2017-08-17), Wood Packing Materials

SACC Manual clause [D3010C](#) (2016-01-28), Delivery, Inspection and Acceptance

SACC Manual clause [D3015C](#) (2014-09-25), Delivery, Inspection and Acceptance

SACC Manual clause [B1505C](#) (2016-01-28), Shipment of Dangerous Goods/Hazardous Products

6.14 Quality Assurance

SACC Manual clause [D5545C](#) (2010-08-16), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C)

ANNEX A

Destination

	Destination Address / Adresse de destination	Invoicing Address / Adresse de facturation	International Commercial Terms / Termes commerciaux internationaux
MONTREAL DEPOT / DÉPÔT DE MONTRÉAL	Department of National Defence 25 CFSD Montreal 6363 Notre Dame St. E. Montreal, Quebec H1N 1V9 Canada	Department of National Defence CFSD Montreal P.O. Box 4000 Stn K Montreal, Quebec H1N 3R9 Attention: Compte Payables	Delivery Duty Paid (DDP)
EDMONTON DEPOT / DÉPÔT D'EDMONTON	Department of National Defence 7 CF Supply Depot 195 Ave & 82 nd St., Bldg. 236 Edmonton, Alberta T5J 4J5 Canada	Department of National Defence 7 CF Supply Depot Stn Forces, P.O. Box 10500 Edmonton, Alberta T5J 4J5 Attention: Accounts Payable	Delivery Duty Paid (DDP)

Requirement & Price

Item / Article	NSN / NNO	Part Numbers / Les numéros de pièce	NATO commercial and government entity code / code OTAN d'organisme commercial ou gouvernemental	Description / Description	Quantity / Quantité	Destination and Invoice Address / Adresse de destination et de facturation	Quality Assurance Code / Assurance de la qualité	Controlled Goods / Marchandises contrôlées	Price per Item Excluding Taxes / Prix par article hors taxes
1	6140-01-658-6098	NSB/AGM31	3G7Z1	BATTERY,STORAGE	200	Montreal	C	A – No / Non	
2	6140-01-658-6098	NSB/AGM31	3G7Z1	BATTERY,STORAGE	80	Edmonton	C	A – No / Non	

Note to Bidder: Please use the Requirement & Price table to indicate your pricing, please provide the pricing in the light blue shaded boxes.

ANNEX B

Electronic Payment Instruments

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

- Direct Deposit (Domestic and International);
- Wire Transfer (International Only);