

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	3
1.1 SECURITY REQUIREMENTS	3
1.2 STATEMENT OF WORK.....	3
1.3 DEBRIEFINGS	3
1.4 TRADE AGREEMENTS	3
1.5 CANADIAN CONTENT	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS.....	3
2.2 SUBMISSION OF BIDS.....	4
2.2 ELECTRONIC SUBMISSION OF BIDS.....	ERROR! BOOKMARK NOT DEFINED.
2.4 ENQUIRIES - BID SOLICITATION.....	4
2.5 APPLICABLE LAWS.....	4
2.6 AVAILABILITY OF DRAWINGS.....	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES.....	6
4.2 BASIS OF SELECTION.....	6
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	7
5.1 CERTIFICATIONS REQUIRED WITH THE BID	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	7
PART 6 - RESULTING CONTRACT CLAUSES	7
6.1 SECURITY REQUIREMENTS	<u>8</u>
6.2 STATEMENT OF WORK.....	<u>8</u>
6.3 STANDARD CLAUSES AND CONDITIONS.....	<u>8</u>
6.4 TERM OF CONTRACT	<u>8</u>
6.5 AUTHORITIES	<u>9</u>
6.7 PAYMENT	<u>10</u>
6.8 INVOICING INSTRUCTIONS	10
6.9 CERTIFICATIONS	10
6.10 APPLICABLE LAWS.....	10
6.11 PRIORITY OF DOCUMENTS	11
6.12 DEFENCE CONTRACT	11
6.13 INSURANCE OR INSURANCE REQUIREMENTS.....	ERROR! BOOKMARK NOT DEFINED.
6.14 CONTROLLED GOODS.....	ERROR! BOOKMARK NOT DEFINED.
6.15 PACKAGING REQUIREMENT.....	11
6.16 QUALITY ASSURANCE.....	12
6.17 FOREIGN NATIONALS.....	12

ANNEX A	<u>13</u>
STATEMENT OF WORK	ERROR! BOOKMARK NOT DEFINED.
APPENDIX 1 TO ANNEX A	
MANUFACTURING DATA	
ANNEX C - BID SOLICITATION.....	<u>123</u>
ATTACHMENT 1 - BID SOLICITATION	12
TECHNICAL EVALUATION	12
ANNEX “D” TO PART 3 OF THE - BID SOLICITATION.....	<u>13</u>
ELECTRONIC PAYMENT INSTRUMENTS.....	12
ANNEX E	13
NON-DISCLOSURE AGREEMENT	13

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements for this requirement.

1.2 Statement of Work

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

1.3 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 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 Canadian Free Trade Agreement (CFTA),

1.5 Canadian Content

The requirement is limited to Canadian goods and/or services.

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) (<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 (2018-05-22) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services –Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

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 will not be accepted.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 3 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.

2.5 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.

2.6 Availability of Drawings

Drawings are available upon request. Bidders are to fax their request for drawings to the DND Contracting Authority, in Section 6.5.1, specifying the Solicitation File No. Bidders are responsible to request drawings early enough to ensure that the drawings are received (through regular mail) before bid closing. Drawings for all items referred to in this Request for Proposal will be forwarded to interested bidders as a Technical Data Package (TDP) under a separate cover.

It should be noted that the drawings have been inadvertently identified as Proprietary to the Contractor who developed the drawings. The Crown has received official correspondence from the Contractor noting that these drawings have been misidentified and the Crown has unlimited rights to use these drawings in accordance with the Contract(s) under which the drawings were developed.

In order to receive a TDP, the proposed Bidder must return a signed copy of Annex E to the Contracting Authority on page 1 of this Request for Proposal. It is to be duly signed by a senior representative of the company. The TDP will not be released to any bidder without receipt of the Non-Disclosure Agreement. Bidders are advised that the Contractor who developed the drawings will be provided with a copy of each signed Non-Disclosure Agreement. He will also be advised when each copy of the TDP has been returned to the Crown.

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 (1 hard copies)

Section III: Certifications (1 hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid as follows:

Bidders must submit firm prices, Delivered Duty Paid (DDP) at 25 CFSD Montreal and 7 CFSD Edmonton 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 do not have to quote a price for all items identified in the bid solicitation. However, Bidders must quote a price for all items with identical Nato Stock Numbers 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 “D” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “D” 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.

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must provide substantiation in detail as to how a mandatory criterion (Annex C) is met or provide cross-reference to identify the page(s) where a mandatory criterion is demonstrated in their technical offer. Canada reserves the right to verify any and all information submitted.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at both Canadian Forces Supply Depots 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 per Nato Stock Number *will be recommended for award of a contract*

SACC Manual Clause A0031T (2010-08-16) Basis of Selection - Mandatory Technical Criteria

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 Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Canadian Content Certification

This procurement is limited to Canadian goods.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the *Supply Manual*.

Bidders should submit this certification completed with their bid. If the certification is not completed and or submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

5.1.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

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.

5.2.3 Additional Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

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 2018-06-21, 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 April 30 2019

6.4.4 Shipping Instructions

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

1. Incoterms 2010 "DDP Delivered Duty Paid" to both Canadian Forces Supply Depots
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.

7 CF Supply Depot Lancaster Park
Edmonton, Alta
Telephone: 780-973-4011, ext. 4524

25 CF Supply Depot Montreal
Montreal, Que.
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: Gerard Brulé
Senior Procurement Officer
Department of National defence
Director of Land Procurement
Address: 101 Colonel By. Drive
Ottawa, ON
K1A 0K2
Telephone: 819-939-6374
E-mail address: Gerard.brule@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: Denis Mongeon
Senior Eng. Technologist CBRN PPE, DSSPM 3-5-4
Department of National defence
Address: 101 Colonel By. Drive
Ottawa, ON
K1A 0K2
Telephone: 819-939-6374
E-mail address: Denis.Mongeon@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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone : _____
Facsimile: _____
E-mail address: _____

6.7 Payment

6.7.1 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.

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.

6.7.2 Limitation of Price

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

6.7.4 SACC Manual Clauses

6.7.5 Electronic Payment of Invoices – Contract

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.8 Invoicing Instructions

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

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- b. one (1) copy must be forwarded to the consignee.

6.9 Certifications

6.9.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6.10 Applicable Laws

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

6.11 Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions 2010CA _2018-06-21
- (c) Annex A, Statement of Work
- (d) the Contractor's bid dated _____ as clarified on _____ " **or** ", as amended on _____ "

6.12 Defence Contract

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

6.15 Packaging Requirement

The packaging and packing must be in accordance with Appendix 6: CFTPO Coveralls and with the additional requirements below:

5.1 Coveralls must be clean and dry prior to packaging;

5.2 Excess air must be squeezed out by hand before bag closing;

5.3 The pouch must be fusion heat sealed along its entire perimeter. There must be no fold-over wrinkles, delamination, flex-cracks, tears, holes, cuts, sharp creases or bubbles in the laminates. The integrity of the heat seals may be tested by squeezing the bag while holding the heat seal under 1-inch (2.5 cm) of water for 15 seconds and observing for air bubbles. Air bubbles indicate that the bags are not properly sealed;

5.4 Six units of desiccant, freshly withdrawn from the bulk container, must be placed in the pouch immediately prior to sealing;

5.5 The bulk containers of desiccant are not opened for any longer period than is necessary to withdraw the units of desiccant (see the cautionary label on the bulk containers);

5.6 The coveralls must be packed four per container. The container must be 24-inches by 15-inches by 11 1/2 inches (61 cm by 38 cm by 29 cm).

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

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

6.16 Quality Assurance

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

SACC Manual clause [D5540C](#) 2010-08-16, ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code Q)

SACC Manual clause [D5510C](#) 2017-08-17 - Quality Assurance Authority (Department of National Defence) Canadian Based Contractor

SACC Manual clause [D5620C](#) 2017-08-17, Release Documents - Distribution

6.17 Foreign Nationals

SACC Manual clause [A2000C](#) 2006-06-16, Foreign Nationals (Canadian Contractor)

ATTACHMENT 1 TO PART 3 OF THE - BID SOLICITATION

PRICING SCHEDULE

Item / Articles	Part Numbers / Numéro de pièces	Description / Description	Unit of Issue / Unité de distribution	Quantity / Quantité	Destination Address / Adresse de la destination	Invoice Address / Adresse de facturation	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	FIRM UNIT PRICE: Applicable taxes extra // PRIX UNITAIRE FERME: Taxes applicables en sus	EXTENDED PRICE: Applicable taxes extra // PRIX UNITAIRE FERME: Taxes applicables en sus	TOTAL PRICE: Applicable taxes Included // PRIX COMPRIS: Taxes applicables inclus
									TOTAL	\$0.00	\$0.00

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

ANNEX “D” to PART 3 OF THE - BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

- () VISA Acquisition Card;
- () MasterCard Acquisition Card;
- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);
- () Large Value Transfer System (LVTS) (Over \$25M)

ANNEX “E”

NON-DISCLOSURE AGREEMENT

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

The proposed bidder hereby agrees:

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

Certification of a senior official:

Name: _____

Title: _____

Company: _____

Address: _____

Telephone number: _____

Email Address: _____

Signature and Title: _____

Date: _____