



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 / Reception des soumissions – TPSGC
11 Laurier St. / 11 rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau
Quebec
K1A 0S5
Bid Fax/Numero de telecopieur : (819) 997-9776

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 indique(s).

Title/Titre Relay Units & Terminal Blocks	Solicitation No – N° de l’invitation W8470-195018
Date of Solicitation – Date de l’invitation 2018-09-18	
Address Enquiries to – Adresser toutes questions à Benjamin Chau	
Telephone No. – N° de téléphone 819-939-0131	Email – Courriel Benjamin.Chau@forces.gc.ca
Destination Specified Herein Précisé dans les présentes	

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.

Solicitation Closes – L’invitation prend fin
At – à : 14 :00 HRS (EDT)
On - le : 2018-10-29

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
See Herein	
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 Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement

The requirement is detailed in Annex A - Line Item Details. All firm items in that Annex must be delivered by 1 February 2019.

1.2.1 Irrevocable options identified in Annex A- Line Item Details.

The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex A- Line Item Details.

The options may be exercised within sixty (60) months after contract award.

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 (CA) 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

Due to the dollar value of this requirement, Canada is subject to the Canadian Free Trade Agreement (CFTA) and North American Free Trade (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 (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 05, Submission of Bids – Subsection 3 is deleted.

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

Delete: 60 days

Insert: 90 days

2.1.1 SACC Manual Clauses

SACC Reference	Section	Effective Date
<u>B1000T</u>	Conditions of Material - Bid	2014-06-26

2.2 Submission of Bids

Bids must be submitted only to Public Services and Procurement Canada (PSPC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the CA no later than seven (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 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 separate sections as follows:

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certification (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the 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; and
- 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>). 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, duo tangs or binders.

Section I: Technical Bid

In their technical bids, Bidders should explain and demonstrate how they propose to meet the requirement, identified in Part 1 (Section 1.2) of this document.

3.2 Substitutes and Alternatives

3.2.1 Substitutes and alternatives that are equivalent in form, fit, function and performance will be considered for acceptance by the Technical Authority (TA) where the Bidder:

- a) Clearly identifies a substitute and/or an alternative;
- b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
- c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
- d) Provides complete specifications and brochures, where applicable;

- e) Provides a completed Compliance Matrix that includes technical details showing that the substitutes and/or the alternatives meet all technical requirements; and
- f) Clearly identifies those areas in the technical requirement description and in the proof of compliance that support the substitute and/or the alternative compliance with the technical requirements.

3.2.2. Substitutes and alternatives offered as equivalent in form, fit, function and performance will not be considered for acceptance by the TA if:

- a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the evaluate the equivalency of each substitute and/or alternative ; or
- b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the Compliance Matrix.

Section II: Financial Bid

For the firm quantities identified in Annex A Line Item Details, Bidders must submit firm prices, Delivered Duty Paid (DDP) to the shipping addresses identified, Applicable Taxes excluded.

For the optional quantities identified in Annex A Line Item Details, Bidders must submit firm prices, excluding applicable taxes and shipping, for each of the items for the next five (5) calendar years after contract award.

Bids must be submitted in Canadian dollars.

3.3 Pricing - Multi-Item Bid Solicitation

Bidders must quote a price for each item (with a NATO Stock Number - NSN) in order for the bid to be evaluated.

3.4 Electronic Payment of Invoices – Bid

If a Bidder is willing to accept payment of invoices by Electronic Payment Instruments, the Bidder must 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.

3.5 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.

Section III: Certifications

Bidders must submit the certifications required under Part 5 (Section 5.1) of this document.

3.6 Delivery Offered

While delivery is requested on or before 1 February 2019 (Part 1, Section 1.2), the best delivery date that is offered is _____.

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

All bids must be completed in full and provide all information (including NSN) requested in the bid solicitation to enable full and complete evaluation. If an equivalent is offered (i.e., no NSN), the Bidder must provide accreditation per Part 3, Section 3.2.

4.1.2 Financial Evaluation

4.1.2.1 Price Basis

The aggregate price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (Destination) at the shipping addresses identified in Annex A, 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 total evaluated price*** will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless otherwise specified, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

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.

5.2 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 Condition of material 2010A 05 (2008-05-12)

Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

5.3 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 (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

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 Requirement

There is no security requirement applicable to the Contract.

6.2 Requirement

The Contractor must provide the items detailed under Annex A - Line item details.

6.2.1 SACC Manual

SACC Reference	Section	Effective Date
<u>B7500C</u>	Excess goods	2006-06-16

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 amended as follows:

Section 01 (2016-04-04) Interpretation

Delete: "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

Insert: "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 _____ *(To be inserted at Contract Award)*.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex A of the Contract.

6.4.3 Optional Quantities

SACC Reference	Section	Effective Date
<u>A0070C</u>	Optional Goods and/or Service (Option 1)	2007-11-30

6.5 Authorities**6.5.1 Contracting Authority (CA)**

The CA for the Contract is: *(To be inserted at Contract Award)*

Name:

Title:

Organization:

Address:

Telephone: (xxx) xxx-xxxx

E-mail address:

The CA is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the CA. 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 CA.

6.5.2 Technical Authority (TA)

The TA for the Contract is: *(To be inserted at Contract Award)*

Name:

Title:

Organization:

Address:

Telephone: (xxx) xxx-xxxx

E-mail address:

The TA named above is DND's representative and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the TA, however the TA has no authority to authorize changes to the scope of the Requirement.

Changes to the scope of the Requirement can only be made through a contract amendment issued by the CA.

6.5.3 Contractor's Representative

Name and telephone number of the person responsible: *(To be inserted at Contract Award)*

	General Enquiries	Delivery Follow-up
Name:	_____	_____
Telephone No.:	_____	_____
Facsimile No.:	_____	_____
E-mail address:	_____	_____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex A, totaling \$ _____ *(To be inserted at Contract Award)*, in Canadian Dollars, Customs duties included, and Applicable Taxes extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Requirement, unless they have been approved, in writing, by the CA before their incorporation into the Requirement.

6.6.2 SACC Manual Clauses

SACC Reference	Section	Effective Date
<u>H1001C</u>	Multiple Payments	2008-05-12

6.6.3 Electronic Payment of Invoices

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

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

6.6.4 SACC Manual Clause

SACC Reference	Section	Effective Date
<u>G1005C</u>	Insurance - No Specific Requirement	2016-01-28

6.7 Invoicing Instructions

An invoice cannot be submitted until all items identified in that invoice have been delivered. The Contractor must submit the invoice:

- a) In accordance with the section entitled "Invoice Submission" of the General Conditions 2010A (2016-04-04);
- b) Supported by a copy of the release document and any other documents as specified in the Contract; and
- c) In electronic format only to the CA, thereby reducing printed material.

6.8 Certifications

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 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 General Conditions 2010A (2016-04-04);
- b) Annex A Line Item Details List : and
- c) Contractor bid dated _____, (To be inserted at Contract Award), as clarified on _____ (To be inserted at Contract Award).

6.11 Defence Contract

SACC Reference	Section	Effective Date
<u>A9006C</u>	Defence Contract	2012-07-16

6.12 Quality Assurance

SACC Reference	Section	Effective Date
<u>D5545C</u>	ISO 9001:2008 - Quality Management Systems – Requirements (Quality Assurance Code C)	2010-08-16

6.13 Shipping Instructions - Delivery at Destination

SACC Reference	Section	Effective Date
<u>D2000C</u>	Marking	2007-11-30
<u>D2001C</u>	Labelling	2007-11-30
<u>D6010C</u>	Palletization	2007-11-30
<u>D2025C</u>	Wood Packaging Materials	2017-08-17
<u>D9002C</u>	Incomplete Assemblies	2007-11-30

The Contractor must prepare all items 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.

6.14 Shipping – Scheduling

The Contractor must deliver the goods to the shipping addresses according to Annex A by appointment only.

The Contractor or its carrier must arrange delivery appointments by contacting the points of contact for each warehouse identified in Annex A. The Government of Canada may refuse shipments when prior arrangements have not been made.

ANNEX A – Line Item Details List

Document attached separately: Annex A – Line Item Details List.

ANNEX B – 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).