

National Defence

National Defence Headquarters Ottawa, Ontario K1A 0K2

Défense nationale

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

FAX: 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).

Solicitation Closes – L'invitation prend fin	
At – à : 14:00 EST	
On - le : 28/11/2018	

Title/Titre	Solicitation No – Nº de l'invitation :
Antenna, ANTI-JAM PROTECTION/	
Antenne, PROTECTION ANTI-BOURRAGE	W8472-195739/A
Date of Solicitation – Date de l'invitation 17/10/2018	
Address Enquiries to – Adresser toutes qu	estions à
Okafo EKE, Ifeoma	
D MAR P 2-2-4	
Ifeoma.okafoeke@forces.gc.ca	
ireoma.okaroeke@forces.gc.ca	
	T =
Telephone No. – Nº de téléphone :	FAX No – Nº de fax
Ifeoma.okafoeke@forces.gc.ca	
_	
Destination:	
Department of National Defence	
CFB Halifax Main Warehouse	
Bldg D-206 Door 1 thru 13	
8	
HMC Dockyard Halifax, NS, B3K 5X5	
Canada	

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 so	ciale et adresse du fournisseur
Name and title of person authorized to print) - Nom et titre de la personne auto	
(caractère d'imprimerie)	Ansee a signer an nom en rounnisseur
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", 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 provisions of the 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

The <u>2003</u> (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

DELETE Section 8 2. epost Connect of <u>2003</u> (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements in its entirety.

2.2 SACC Manual Clauses

SACC Manual Clause <u>B3000T</u> (2006-06-16) Equivalent Products SACC Manual Clause <u>A9130T</u> (2014-11-27), Controlled Goods Program - Bid SACC Manual Clause <u>B4060C</u> (2011-05-16), Controlled Goods

2.3 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 in the bid solicitation.

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2.4 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.

2.5 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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid 1 hard copy Section II: Financial Bid 1 hard copy Section III: Certifications 1 hard copy

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

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 hard copy 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 (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). 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

 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 in accordance with the Basis of Payment.

3.2 Electronic Payment of Invoices – Bid

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

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

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

3.3 Exchange Rate Fluctuation

SACC Manual Clause C3010T 2014-11-27 Exchange Rate Fluctuation Risk Mitigation

3.4 SACC Manual Clauses

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.

4.2 Technical Evaluation

See Annex "A" Line Item Details, for the technical requirements

4.3 Financial Evaluation

SACC Manual Clause <u>A0222T</u> (2014-06-26), Evaluation of Price / Foreign Bidders SACC Manual Clause <u>C2000C</u> (2007-11-30), Taxes –Foreign-based Contractor

4.4 Basis of Selection

SACC Manual Clause A0069T (2007-05-25), Basis of Selection

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.2 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

5.3 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.

5.4 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (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.

5.5 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members, if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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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 the Contract.

6.2 Requirement

The contractor must provide the items detailed in 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 <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.4 General Conditions

SACC Manual Clause 2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.5 Period of the Contract

The period of the 0	Contract is from	data of	Contract to	inclusive
The period of the t	Sontiact is morn	date of	Contract to	 IIIOIGGIVO

6.6 Delivery Date

All the deliverables must be received on or before ______.

6.7 Delivery Points

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

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6.8 Authorities

6.8.1 Contracting Authority

The Contracting Authority for the Contract is:

TO BE PROVIDED AT CONTRACT AWARD

Name:		
Title:		
Directorate:		
Address:		
Telephone:	 <u> </u>	
Facsimile:	 <u> </u>	
E-mail address:		

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.

6.8.2 Contractor's Representative

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

6.9 Shipping

SACC Manual Clause <u>D6009C</u> (2017-11-28) Shipping Instructions: Delivery and destination schedules unknown

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

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) 7H1 CF Halifax Halifax, N.S.

Email: P-HFX.BLog.CargoOps@intern.mil.ca

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6.10 Payment

6.10.1 Basis of Payment

SACC Manual Clause C0207C (2013-04-25) Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \$ ______. 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.

6.10.2 Limitation of Price

SACC Manual clause C6000C (2017-08-17), Limitation of Price

6.11 SACC Manual Clauses -

SACC Manual clause C2000C (2007-11-30), Taxes – Foreign-based Contractor

SACC Manual clause D2000C (2017-11-30), Marking

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

SACC Manual clause B7500C (2006-06-16), Excess Goods

SACC Manual Clause B4060C (2011-05-16), Controlled Goods

SACC Manual Clause A9131C (2014-11-27), Controlled Goods Program - Contract

6.12 Packaging

SACC Manual clause <u>D3018C</u> (2014-09-25), Packaging Requirement using Specification D-LM-008-036/SF-000

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.

SAAC Manual clause D2025C 2017-08-17, Wood packaging materials

SAAC Manual clause <u>D6010C</u> 2007-11-30, Palletization

6.13 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. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only)

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6.14 Invoicing Instructions

SAAC Manual clause H5001C 2008-12-12, 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.

1. Invoices must be distributed as follows:

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

Department of National Defence 101 Colonel By Drive Ottawa, ON K1A 0K2 Attention: D MARP 2-2-4

2. Materiel Identification Data Set (MIDS)

- The contractor shall record the Materiel Identification Data Set (MIDS) elements for all items itemized for delivery under this contract in the format provided in the MIDS document.
- b. The contractor shall electronically deliver the MIDS document as part of or prior to submission of the Advanced Shipping Notice to the Procurement Authority listed in the contract.
- c. The MIDS shall be electronically submitted as an XLS file.

6.15 Quality Assurance

SAAC Manual clause <u>D5545C</u> (2010-08-16), ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)

6.16 Certifications and Additional Information

6.16.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.17 Applicable Laws

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

6.18 Priority of Documents

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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 DND Contract
- (b) SACC Clause 2010A (2018-06-21), General conditions: Goods (medium complexity)
- (c) Annex "A", Line item details
- (d) The Contractor's bid dated _____.

6.19 Defence Contract

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

ANNEX A - LINE ITEM DETAILS

Item	Part Number	If offering an equivilent please specify below	Description	Unit of Issue	Quantity	Destination Address	Invoice Address	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement
	P/N	P/N	NSN: 5985-20-A0S-8654	EA		Defence CFB Halifax Main Warehouse Bldg D-206 Door 1 thru 13 HMC Dockyard Halifax NS R3K 5X5	Department of National Defence 101 Colonel By Drive Ottawa, ON K1A 0K2 Canada Attention: D MAR P 2-2-4	NO	C	YES	
	GAJT-710MS		ANTENNA		1						
	NCAGE	NCAGE	P/N requested: GAJT-710MS, NSCM/MFG:								
	38757		LOW COST ANTI-JAM PROTECTION FOR MARINE VESSELS; CENTRE								YES
	Name of Manufacturer	Name of Manufacturer									
	NOVATEL INC.		FREQUENCY: L1 (1575.42 MHZ) AND L2 (1227.6 MHZ); INPUT VOLTAGE: +10 TO +28 VDC								

ANNEX B BASIS OF PAYMENT

Item	Part Number	If offering an equivilent please specify below	Description	Quantity	Destination Address	Invoice Address	FIRM UNIT PRICE: Delivered Duty Paid (DDP), Transportation costs included	EXTENDED PRICE: Applicable taxes extra	Applicable taxes	TOTAL PRICE: Applicable taxes Included	
	P/N	P/N	NSN: 5985-20-A0S-8654								
	GAJT-710MS		ANTENNA	Natio CFB	De	Department of					
	NCAGE	NCAGE									
	38757		P/N requested: GAJT-710MS, NSCM/MFG: 38757 - NOVATEL INC. LOW COST ANTI-JAM PROTECTION FOR MARINE VESSELS; CENTRE FREQUENCY: L1 (1575.42		National Defence CFB Halifax Main Warehouse 1 Bldg D-206 Door 1 thru 13 HMC Dockyard Halifax, NS, B3K 5X5 Canada	101 Colonel By Drive Ottawa, K1A 0K2 Attention: D Mar P 2-2-4	\$ -	\$ -	\$ -		
	Name of Manufacturer	Name of Manufacturer		1						\$ -	
	NOVATEL INC.		MHZ) AND L2 (1227.6 MHZ); INPUT VOLTAGE: +10 TO +28 VDC								
					,			Subtot			
								Total Tax			
								Total			

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ANNEX "C" 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);	