



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 :

Guy Ouellet
DLP 7-2-1-2
E-mail: guy.ouellet@forces.gc.ca

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 Protective Battery Cover Couverts Protecteur de Batterie	Solicitation No – N° de l'invitation W8486-195813/A
Date of Solicitation – Date de l'invitation : 21 Feb 2020 21 Fév 2020	
Address Enquiries to – Adresser toutes questions à Department of National Defence Guy Ouellet DLP 7-2-1-2 Guy.Ouellet@forces.gc.ca	
Telephone No. – N° de téléphone 819-939-7401	
Destination See Annex A – Requirement Voir Annexe A - Besoin	

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

On - le : 01 Apr 2020
01 Avr 2020

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 requirement.

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) and the Canadian Free Trade Agreement (CFTA).

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 dated 2019-03-04 Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 5.4 of 2003, Standard Instructions - Goods or Services –Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

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 10 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.

2.5 Availability of Drawings

Drawings are available upon request. Bidders are to email their request for drawings to: DND - Attention: Contracting Authority, Email: guy.ouellet@forces.gc.ca specifying the Solicitation File No. Bidders are responsible to request drawings at least 20 calendar days before bid closing date. 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 "A" 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 1 soft copy
- Section II: Financial Bid 1 soft copy
- Section III: Certifications 1 soft copy
- Section IV: Additional Information 1 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.

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 destination of the goods as noted in Annex A – Line Item Details Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Bids must be submitted in Canadian dollars.

3.1.1 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.

3.1.2 Electronic Payment of Invoices – Bid

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

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

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

3.1.3 Exchange Rate Fluctuation

C3011T dated 2013-11-06, Exchange Rate Fluctuation

3.1.4 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.

4.1.1 Technical Evaluation

Bidders must provide the Part Number in Annex A – Line Item Details.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at destination of the goods as noted in Annex A 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 to be declared responsive. The responsive bid with the lowest evaluated price per NATO Stock Number 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 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) - 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

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex A.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A dated 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 30 June 2020.

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" destination of the goods as noted in Annex "A"

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: Guy Ouellet
Title: DLP 7-2-1-2
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

Telephone: 819-939-7401
E-mail address: guy.ouellet@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 Project Authority

The Project Authority for the Contract is:

(To be inserted at contract award)

The Project Authority 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 Project Authority, however the Project 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: _____

6.6 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(s) as specified in Annex A for a total cost of \$ *(to be inserted at contract award)*. 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.

6.6.2 Limitation of Price

SACC Manual clause C6000C dated 2017-08-17 Limitation of Price

6.6.3 Terms of Payment

SACC Manual clause H1001C dated 2008-05-12 Multiple Payments

6.6.4 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);

6.7 Invoicing Instructions

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

2. Claims must be distributed as follows:

- (a) The original and one copy to - Consignee
- (b) One (1) copy to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

Attention: Mr. Guy Ouellet, DLP 7-2-1-2
Guy.Ouellet@forces.gc.ca

6.8 Certifications

6.8.1 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.

6.9 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 Articles of Agreement;
- (b) the general conditions 2010A 2018-06-21, General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) the Contractor's bid dated _____ (*insert date of bid at contract award*).

6.11 Defence Contract

SACC Manual clause A9006C dated 2012-07-16 Defence Contract

6.12 Insurance

SACC Manual clause G1005C 2016-01-28 Insurance

6.13 Packaging Requirement

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.

The Contractor must package all items in quantities of 1 by package.

SACC Manual clause D2000C 2007-11-30, Markings

SACC Manual clause D2001C dated 2017-11-30, Labelling

SACC Manual clause D2025C 2017-08-17, Wood Packing Materials

6.14 Quality Assurance

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

ANNEX A - REQUIREMENT

Item/ Article	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	FIRM UNIT PRICE: Delivered Duty Paid (DDP), Transportation costs included, Applicable taxes extra // PRIX UNITAIRE FERME: Service de livraison payé (SLP?), Coûts de transport compris, 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
1	1175000-1 NCGAE 35907 Or U3415205 NCGAE 38655	5340-20-005- 4203 Protective Cover Assembly	EA	1000	Department of National Defence CFSD MONTREAL 6363 RUE NOTRE DAME ST E MONTREAL QUEBEC H1N3V9 CANADA	Department of National Defence C.P. 4000 SUCC K MONTREAL QUEBEC H1N3R9 CANADA			
2	1175000-1 NCGAE 35907 Or U3415205 NCGAE 38655	5340-20-005- 4203 Protective Cover Assembly	EA	500	7 CFSD - RECEIPTS SECTION CFB Edmonton 195 AVE & 82 ST - Bldg. 236 Edmonton, AB T5J 4J5	Department of National Defence 7 CFSD Supply Depot STN Forces P.O. Box 10500 Edmonton, Alberta T5J4J5 Canada			

ANNEX "B" to PART 3 OF THE - BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

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

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

ANNEX C - 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: _____