



National Defence

Défense nationale

National Defence Headquarters
Ottawa, Ontario
K1A 0K2Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION****RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :****Bid Receiving Mailbox – Réception des
soumissions**Email – Courriel:
DLP53BidsReceiving.DAAT53receptiondessoumissions
@forces.gc.ca

Title/Titre MHE – Hydraulic Kit	Solicitation No – N° de l'invitation W8486-217387/A
Date of Solicitation – Date de l'invitation June 5, 2020 – le 5 juin, 2020	
Address Enquiries to – Adresser toutes questions à Contracting Authority: Name: Elizabeth Miklos Directorate: DLP 5-2-2-3 National Defence Headquarters 101 Colonel By Dr. Ottawa, Ontario K1A 0K2	
Telephone No. – N° de téléphone 819-939-6595	Email – Courriel Elizabeth.Miklos@forces.gc.ca
Destination Specified Herein Précisé dans les présentes	

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).

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 finAt – à: 2:00 PM EDT – Eastern Daylight Time –
Heure avancée de l'Est

On – le: July 15, 2020 – le 15 July, 2020

Delivery required - Livraison exigée See Herein	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 associated with this bid solicitation.

1.2 Requirement

The requirement is detailed under the "Line Item Details" in Annex A.

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 fifteen (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 World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Chile Free Trade Agreement (CCFTA), Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Ukraine Free Trade Agreement (CUFTA) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

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 (PWGSC).

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

- a) Section 2, Procurement Business Number, is deleted in its entirety.
- b) Subsection 5.2(d), Submission of Bids, is deleted in its entirety and replaced with the following:
Send its bid only to the address specified in the bid solicitation.
- c) Subsection 5.4, Submission of Bids, is amended as follows:
Delete: 60 days
Insert: 90 calendar days
- d) Section 6, Late Bids, is deleted in its entirety.
- e) Section 7, Delayed Bids, is deleted in its entirety and replaced with the following:
It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- f) Section 8, Transmission by facsimile or by epost Connect, is deleted in its entirety.

g) Subsection 20.2, Further Information, is deleted in its entirety.

2.1.1 Equivalent Products

1. Products that are equivalent in form, fit, function, quality and performance to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - a) designates the brand name, model and/or part number and NSCM/CAGE of the substitute product.
2. Products offered as equivalent in form, fit, function, quality and performance will not be considered if:
 - a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request Bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. Drawing, specifications, engineering reports and/or test reports), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of Bidders, within 3 calendar days of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

2.1.2 Equivalent Products and Replacement Part Number from OEM – Samples

1. If the Bidder offers an equivalent product or a replacement part number from the OEM, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.
2. The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within 7 calendar days from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirement of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.

2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Bid Receiving Mailbox by electronic mail by the date and time 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.

2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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:

First page of the Request for Proposal signed by the Bidder or an authorized representative of the Bidder (1 signed copy).

Section I: Technical Bid (1 copy)

Section II: Financial Bid (1 copy)

Section III: Certifications (1 copy)

Section IV: Additional Information (1 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;
- (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 in accordance with the Basis of Payment specified in Part 6. Prices should appear in the "Line Item Details" in Annex A only.

3.1.3 Pricing

Bidders must submit their financial bid as follows:

Bids must be submitted in Canadian dollars.

Bidders must submit firm prices, Delivered Duty Paid (DDP) at the destination of the goods noted in Annex A, Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

3.1.3.1 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.

3.1.3.2 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.

3.1.4 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 IV: Additional Information

Canada requests that bidders submit the following information:

3.1.6.1 Best Delivery Date

While delivery is requested by October 21, 2020, Bidders should indicate the best delivery that could be offered under the "Line Item Details" in Annex A.

3.1.6.2 Bidder's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

General Enquiries

Name:

Telephone:

Facsimile:

E-mail:

Delivery Follow-up

Name:

Telephone:

Facsimile:
E-mail:

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 Evaluation Criteria

Bidders must provide the Part Number or equivalent and the NSCM/CAGE as noted in Annex A – Requirement.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Evaluation Criteria

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at the destinations as outlined in Annex A, Incoterms 2010, Canadian Custom Duties and excise taxes included, Applicable Taxes excluded.

Bidders must quote a price for all items with identical NATO Stock Numbers.

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 with its bid 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* (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "*FCP Limited Eligibility to Bid*" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Requirement

The Contractor must provide the items detailed under the "Line Item Details" 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 *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 (PWGSC).

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 _____ *(To be inserted at Contract Award)*.

6.4.2 Delivery Points

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

6.4.3 Shipping Instructions - Delivery at Destination

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

1. Incoterms 2010 "DDP Delivery Duty Paid" at destinations noted in Annex A.
2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.
 - a) 7 CF Supply Depot Lancaster Park
Edmonton, Alberta
Telephone: 780-973-4011, ext. 4524
 - b) 25 CF Supply Depot Montreal
Montreal, Quebec
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: Elizabeth Miklos
Title: Materiel Acquisitions and Support Officer
Directorate: DLP 5-2-2-3
National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario
K1A 0K2
Telephone: 819-939-6595
E-mail: Elizabeth.Miklos@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: *(To be inserted at Contract Award)*

Name:
Title:
Organization
Address:
Telephone:
E-mail:

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

General Enquiries

Name:

Telephone:

Facsimile:

E-mail:

Delivery Follow-up

Name:

Telephone:

Facsimile:

E-mail:

6.6 Payment

6.6.1 Basis of Payment – Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in Annex A for a cost of \$_____ *(To be inserted at Contract Award)*, in Canadian dollars. 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 Method of Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

6.6.3 Electronic Payment of Invoices – Contract *(To be inserted at Contract Award)*

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. Invoices cannot be submitted until all work identified in the invoice is completed.
2. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:

- a) The original and one (1) copy must be forwarded to the consignee for acceptance and payment;
- b) One (1) copy must be forwarded or e-mailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 _____ (*To be inserted at Contract Award*).

6.10 Priority of Documents

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

- a) the Articles of Agreement;
- b) 2010A (2018-06-21) General Conditions-Goods (Medium Complexity);
- c) the Requirement, specified in Annex A;
- d) the Contractor's bid dated _____ (*To be inserted at Contract Award*), as amended on _____ (*To be inserted at Contract Award*).

6.11 Defence Contract

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

6.12 Insurance

SACC Manual clause G1005C (2016-01-28), Insurance – No Specific Requirement

6.14 Packaging Requirement

The following terms and conditions are incorporated herein:

SACC Manual clause D2000C (2007-11-30), Marking
SACC Manual clause D2001C (2007-11-30), Labelling
SACC Manual clause D2025C (2017-08-17), Wood Packaging Materials
SACC Manual clause D6010C (2007-11-30), Palletization

6.14.1 Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare items **1 and 2** 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 items in quantities of **1** per package

6.15 Quality Assurance

SACC Manual clause D5545C (2019-05-30), ISO 9001:2015 – Quality Management Systems – Requirements (Quality Assurance Code C)

6.16 Foreign Nationals

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

SACC Manual clause A2001C (2006-06-16), Foreign Nationals (Foreign Contractor)

6.17 SACC Manual Clauses

SACC Reference Title		Date
B7500C	Excess Goods	2006-06-16
D9002C	Incomplete Assemblies	2007-11-30

ANNEX A

Line Item Details

Item	Description	Unit of Issue	Quantity	Destination Address	Invoice Address	Firm Unit Price	Total Price	Delivery Date Proposed
Item 1	NSN: 2530-20-A0V-3753 Hydraulic Kit P/N requested: 79631 NSCM/CAGE: 0BPN7 TIFCO Industries Please state in your offer whether the offered P/N is as requested or an equivalent. P/N offered: _____ NSCM/CAGE offered: _____	KT	15	Department of National Defence 25 CFSD Montreal 6363 Rue Notre Dame St E. Montreal, QC H1N 2E9 Canada	Department of National Defence C.P. 4000 Succ K 25 DAFC / Magasin Attn: 25 CFSD Accounts Payable Montreal, QC H1N 3R9 Canada	\$ _____	\$ _____	_____
Item 2	NSN: 2530-20-A0V-3753 Hydraulic Kit P/N requested: 79631 NSCM/CAGE: 0BPN7 TIFCO Industries Please state in your offer whether the offered P/N is as requested or an equivalent. P/N offered: _____ NSCM/CAGE offered: _____	KT	10	Department of National Defence 7 CF Supply Depot BLDG 236 East End 195 Ave & 82nd St Edmonton, AB T5J 4J5 Canada	Department of National Defence 7 CF Supply Depot STN Forces P.O. Box 10500 Edmonton, AB T5J 4J5 Canada	\$ _____	\$ _____	_____

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Buyer ID – Id de l'acheteur
DLP 5-2-2-3

Sub Total:	_____
Applicable Taxes:	_____
Total (GST/QST Included):	=====

ANNEX B

Electronic Payment Instruments

The Bidder accepts any of the following Electronic Payment Instruments:

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

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DLP 5-2-2-3