



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 :

Justin Laundrie
DLP 7-1-2-2
JUSTIN.LAUNDRIE@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).

Solicitation Closes – L'invitation prend fin

At – à : Oct 21/2020 @ 14:00 EST

On - le : le 21 octobre 2020 @ 14 :00 EST

Title/Titre EID Signal Conditioners and Control Modules / Conditionneur de signal EID et modules de contrôle	Solicitation No – N° de l'invitation W8486-206180/B
Date of Solicitation – Date de l'invitation 2020-09-09	
Address Enquiries to – Adresser toutes questions à Justin Laundrie 101 Colonel By Drive DLP 7-1-2-2 45 Sacré Coeur Blvd J8X 1C6	
Telephone No. – N° de téléphone 819-939-6680	FAX No – N° de fax N/A
Destination Department of National Defence C/O QETE Warehouse Ramp 8 45 Sacré Coeur Blvd J8X 1C6	

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 31 December 2020 / 31 décembre 2020	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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INSTRUCTIONS TO BIDDERS

SACC Manual Clause A9043T (2013-04-25) Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number W8486-206180/A dated 27 January 2020 with a closing of 9 March 2020 at 14:00hrs. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this solicitation

1.2 Requirement

The contractor must provide the goods and/or services in accordance with the technical requirements stated herein as per Annex A.

1.2.1 Delivery Requirement

Delivery is requested to be completed by December 31, 2020.

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 following trade agreements:

- **Canada-Chile Free Trade Agreement (CCFTA)**
- **Canadian Free Trade Agreement (CFTA)**
- **Canada-Peru Free Trade Agreement (CPFTA)**
- **Canada-Panama Free Trade Agreement (CPanFTA)**
- **Canada-Colombia Free Trade Agreement (CCoIFTA)**
- **Canada-Honduras Free Trade Agreement (CHFTA)**
- **Canada-Ukraine Free Trade Agreement (CUFTA)**
- **Canada-Korea Free Trade Agreement (CKFTA)**
- **Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP)**
- **Comprehensive Economic and Trade Agreement (CETA)**
- **WTO (World Trade Organization) - GPA**

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 (2016-04-04), 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 and Business Numbers is deleted in its entirety.
- b) Section 20, Further information is deleted in its entirety

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 five (5) 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

Bidders may use Annex C to indicate their prices. If Bidders choose to use Annex C to indicate their prices, Bidders must include Annex C in their financial bid.

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)

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.

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 (Gatineau) Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately. Refer to Annex C – Pricing Schedule.

Bids must be submitted in Canadian dollars. .

Pricing - Multi-Item Bid Solicitation

Bidders must quote a price for all items identified in the bid solicitation. See para 4.2

3.1.2 Electronic Payment of Invoices – Bid

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

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

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

3.1.3 Exchange Rate Fluctuation

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation

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

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

4.1.1.1 Mandatory Technical Criteria

Technical compliance to all items in Annex B.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at (Gatineau) Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract. Please refer to Annex C – Pricing Schedule.

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.

5.2 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.

5.2.1 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) - 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 "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 (2020-05-28), 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.

b. Section 2010A 09 Warranty period is replaced from 12 months to 36 months.

6.3.2 Supplemental General Conditions

SACC Manual clause 4003 (2010-08-16), Licenced Software

Section 4003 15 para 1 Warranty period is replaced from 90 days to 36 months.

SACC Manual clause 4004 (2013-04-25), Maintenance and Support Services for Licenced Software

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before December 31, 2020.

6.4.2 Delivery

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

1. Incoterms 2010 "DDP Delivered Duty Paid" Gatineau.

The Contractor must deliver the goods to:

Department of National Defence
C/O QETE Warehouse, 819-939-9083
Ramp 8, Room C-1113
45 Blvd. Sacre Coeur
Gatineau, QC, J8X 1C6 Canada

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mr. Justin Laundrie
Title: Procurement Officer
Department of National Defence
Directorate: DLP 7-1-2-1
Address: Gatineau, QC

Telephone: 819-939-6680
E-mail address: JUSTIN.LAUNDRIE@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.

All bidders' questions, comments or any communication must be directed to the Contracting Authority. Bidders contacting the Project Authority will be considered non-compliant.

6.5.2 Technical Authority

The Technical Authority for the Contract is (to be inserted at contract award):

Name: _____
Title: _____
Organization: _____
Address: Gatineau, QC

Telephone : _____

E-mail address: _____

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.

6.6 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 B Line Item Details for a cost of \$_____. Customs duties are included and Applicable Taxes are extra.

6.6.2 Limitation of Price

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

6.6.3 Method of Payment

SACC Manual Clause [H1001C](#) (2008-05-12), Multiple Payments

6.7 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. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the consignee for certification and payment.
- b. One (1) copy must be forwarded to the following address:
National Defence Headquarters – MGen George R. Pearkes Building
101 Colonel By Drive, Ottawa, ON, K1A 0K2 Att: Justin Landrie, DLP 7-1-2-2

6.8 Certifications

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 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) the supplemental general conditions 4003 (2010-08-16) Licensed Software
- (c) 4004 (2013-04-25) Maintenance and Support Services for Licensed Software;
- (d) 2010A (2016-04-04) General Conditions – Goods, Medium Complexity
- (e) Annex A, Requirement;
- (f) Annex B, Line Item Details
- (g) the Contractor's bid dated _____.

6.11 SACC Manual Clause

SACC Manual clause [A9006C](#) (2012-07-16) Defence Contract
SACC Manual clause [K0029C](#) (2007-11-30), Warranty Period
SACC Manual clause [D2000C](#) (2007-11-30), Marking
SACC Manual clause [D2001C](#) (2007-11-30), Labelling
SACC Manual clause [D6010C](#) (2007-11-30), Palletization
SACC Manual clause [D9002C](#) (2007-11-30), Incomplete Assemblies

6.11.1 Quality Assurance

SACC Manual clause [D5545C](#) (2019-05-30), ISO 9001: 2008 Quality Management Systems (QAC-C)

6.12 Preparation for Delivery (DND)

SAAC Manual Clause [D3018C](#) (2014-09-25), Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare item(s) 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 item number(s) _____ in quantities of _____

6.13 Insurance

SACC Manual Clause [G1005C](#) (2016-01-28), Insurance – No Specific Requirement

ANNEX “A” Statement of Work/Requirement (Attached)

ANNEX “B” Technical Evaluation Criteria (Attached)

ANNEX “C” Pricing Schedule

The Bidder must complete this pricing schedule and include it in its financial bid once completed. Bidders must include a price for all items. If the price of an item is included in other item, the Bidder must indicate this by inserting the words “Price included in item xxx.” If there is no cost for an item, the Bidder must insert “\$0.00”. The information in this Annex will form part of the resulting contract. It is anticipated that in the resulting contract, this Annex will become Annex “B”.

Bidders are to review paragraph 3.1 Bid Preparation Instructions Section II Financial bid for instructions on the completion of the Pricing Schedule.

Bidders must fill in the prices for the following items. Goods and Services Tax (GST) and/or the Harmonized Sales Tax (HST) not included.

Item	Description	Proposed Part Numbers Option/ Components	Units of Issue	Qty.	Firm Unit/Lot Prices	Extended Price
001	EID Signal Conditioner		Each	3	\$	\$
002	Service Support		Each	1	\$	\$
003	Service Desk		Each	1	\$	\$
004	Product Notifications		Each	1	\$	\$
005	Software Support		Each	1	\$	\$
006	Certificate of Calibration: Quantity of one (1) for each Control Module in electronic format		Each	3	\$	\$
007	Certificate of Conformance		Each	1	\$	\$
008	Statement of Compliance		Each	1	\$	\$
009	Statement of Continued Production and support		Each	1	\$	\$
010	User Operations manual		Each	1	\$	\$
011	Warranty Period: Minimum of three (3) years		Each	1	\$	\$
012	Seven (7) years of software maintenance after warranty period is finished		Each	1	\$	\$
Total Evaluated Bid Price items 001 to 012						\$
Applicable Taxes						

ANNEX “D” 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);