

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 :

Richard Gagnon, DLP 7-1-1-1 richard.gagnon6@forces.gc.ca (819)939-9482 (phone/téléphone)

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

 $At-\grave{a}:10:\!00$ am, Eastern Standard Time

On - le: July 26, 2021

Title/Titre	Solicitation No – N° de l'invitation					
Amour Steel and Aluminum W8486-207012/A						
Date of Solicitation – Date de l'invitation						
June 14, 2021						
Address Enquiries to – Adresser toutes	-					
Department of National Defen-	Department of National Defence					
101 Colonel by Dr	101 Colonel by Dr					
Ottawa ON K1A 0K2						
Richard Gagnon DLP 7-1-1-1						
richard.gagnon6@forces.gc.ca	<u>a</u>					
Telephone No. – Nº de téléphone	FAX No – Nº de fax					
819-939-9482	819-994-7659					
Destination						
Department of National Def	fence, Bldg 53,					
DRDC Research Centre Va	lcartier,					
2459 Route de la Bravoure,						
Québec, QC,						
G3J 1X5						

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
On or Before 30 March 2022	
Vendor Name and Address - Raison socia	ale et adresse du fournisseur
Name and title of person authorized to sig	gn on behalf of vendor (type or
print) - Nom et titre de la personne autori	sée à signer au nom du fournisseur (caractère
d'imprimerie)	
	THE A CONT.
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 the 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 or by telephone.

1.4 Trade Agreements

The requirement is subject to the provisions of the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), and the Canada-Korea Free Trade Agreement (CKFTA).

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 <u>2003</u> (2020-05-28) 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.
- Subsection 2.d. of Section 05, 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.

- d) Section 06, Late Bids, Is deleted in its entirety;
- e) The text under Section 07, 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) Subsection 1 of Section 08, Transmission by Facsimile and epost connect, is deleted in its entirety.

2.1.1 SACC Manual Clauses

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

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.
- c) Due to the nature of the bid solicitation, bids transmitted by facsimile and epost connect 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

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid 1 soft copy (PDF)

Section II: Financial Bid 1 soft copy (PDF)

Section III: Certifications 1 soft copy (PDF)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Bidders may use Annex A to indicate their prices. If Bidders choose to use Annex A to indicate their prices, Bidders must include Annex A 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) format;
- (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 Department of National Defence, Bldg 53, DRDC Research Centre Valcartier, 2459 Route de la Bravoure, Québec, QC, G3J 1X5, Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately, and,

Bids must be submitted in Canadian dollars.

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.

3.1.1 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.

3.1.2 Exchange Rate Fluctuation

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

3.1.3 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 or equivalent as noted in Annex A - Requirement.

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at (Department of National Defence, Bldg 53, DRDC Research Centre Valcartier, 2459 Route de la Bravoure, Québec, QC, G3J 1X5). Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection - Multi-Item Offer Solicitation

A bid must comply with the requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis in accordance with Annex A for each grouping will be recommended for award of a contract.

- Bidders must submit firm prices for one or multiple groups of items. However, bidders must submit firm prices for all items listed in the group(s) of items for which they submit prices in order to be compliant. The groups of items are as follows:
 - a. Group A: Steel Armour Plates, items one (1) through six (6) at Annex A Line Item Details:
 - b. Group B: Aluminum Armour Plates, items seven (7) through nine (9) at Annex A Line Item Details;
 - c. Group C: Copper Rod, item ten (10) at Annex A Line Item Details.

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions – Required Documentation

In accordance with the <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.

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

6.1.1 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 <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.

6.3.1 General Conditions

<u>2010A</u> (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.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before 30 March 2022.

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" as specified on the solicitation cover page.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Richard Gagnon

Department of National Defence (DND)

Directorate: DLP 7-1-1-1

Address: National Defence Headquarters

101 Colonel By Drive

Ottawa, ON K1A 0K2

Telephone: 819-939-9482

E-mail address: richard.gagnon6@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:

Name: (To be added at contract award)

Title:

Organization:

Address: National Defence Headquarters

101 Colonel By Drive

Ottawa, ON K1A 0K2

Telephone : Facsimile: 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.

6.5.3 Contractor's Representative

Name and telephone number of the person responsible for:

General enquiries	
Name:	
Telephone No	
Facsimile No	
E-mail address:	
Delivery follow-up	
Name:	
Name: Telephone No	
Name:	

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 per item as identified at Annex A. 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 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple Payments

6.6.4 SACC Manual Clauses

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

SACC Manual clause C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - Foreign-based Contractor

SACC Manual clause C2608C (2020-07-01), Canadian Customs Documentation
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6.6.5 Electronic Payment of Invoices - Contract

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

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

6.7 Certifications

6.7.1 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.

6.8 Applicable Laws

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

6.9 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 general conditions <u>2010A</u> (2020-05-28); Goods (medium complexity)
- (c) Annex A, Requirement;
- (d) the Contractor's bid dated _____

6.10 Defence Contract

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

6.11 Insurance

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

6.12 Packaging Requirement

The Contractor must prepare all item numbers 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 item numbers in quantities of one (1) by package.

SACC Manual clause D2000C (2007-11-30), Markings

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

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

6.13 Quality Assurance

SACC Manual clause <u>D5545C</u> (2019-05-30), ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code C).

ANNEX "A"

REQUIREMENT - Line Item Details:

Item / Articles	Part Numbers / Numéro de pièces	Description	Unit of Issue / Unité de distribution	Quantity / Quantité	Destination Address / Addresse de la déstination	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
1 (Group A)		Steel Armour Plate RHA MIL-A-12560 rev K (or J) Class 1&3 Thickness: 4inches, Dimensions: 18in x 18in NSN: (9515) TBS NSCM/MFG:	EA	20	Department of Nationale Defence Bldg 53 DRDC Research Centre Valcartier 2459 Route de la Bravoure Québec, QC, CANADA G3J 1X5 Attention: Yves Payette	
2 (Group A)		Steel Armour Plate RHA MIL-A-12560 rev K (or J) Class 1&3 Thickness: 2inches, Dimensions: 18in x 18in NSN: (9515) TBS NSCM/MFG:	EA	30	Department of Nationale Defence Bldg 53 DRDC Research Centre Valcartier 2459 Route de la Bravoure Québec, QC, CANADA G3J 1X5 Attention: Yves Payette	

3 (Group A)	NSN: (9515) TBS NSCM/MFG:	EA	3	Department of Nationale Defence Bldg 53 DRDC Research Centre Valcartier 2459 Route de la Bravoure Québec, QC, CANADA G3J 1X5 Attention: Yves Payette	
4 (Group A)	Steel Armour Plate HHA MIL-DTL-46100E Thickness: .25inch, Dimensions: 2ft x 2ft NSN: (9515) TBS NSCM/MFG:	EA	20	Department of Nationale Defence Bldg 53 DRDC Research Centre Valcartier 2459 Route de la Bravoure Québec, QC, CANADA G3J 1X5 Attention: Yves Payette	
5 (Group A)	Steel Armour Plate HHA MIL-DTL-46100E Thickness: .375inch, Dimensions: 2ft x 2ft NSN: (9515) TBS NSCM/MFG:	EA	20	Department of Nationale Defence Bldg 53 DRDC Research Centre Valcartier 2459 Route de la Bravoure Québec, QC, CANADA G3J 1X5 Attention: Yves Payette	

Buyer ID - Id de l'acheteur DLP 7-1-1-1

6 (Group A)	Steel Armour Plate HHA MIL-DTL-46100E Thickness: .5inch, Dimensions: 22in x 30in NSN: (9515) TBS NSCM/MFG:	EA	20	Department of Nationale Defence Bldg 53 DRDC Research Centre Valcartier 2459 Route de la Bravoure Québec, QC, CANADA G3J 1X5 Attention: Yves Payette
7 (Group B)	Aluminum Armour Plate Aluminum 2139-T8 Thickness: 2inches, Dimensions: 2ft x 2ft NSN: (9515) TBS NSCM/MFG:	EA	2	Department of Nationale Defence Bldg 53 DRDC Research Centre Valcartier 2459 Route de la Bravoure Québec, QC, CANADA G3J 1X5 Attention: Yves Payette
8 (Group B)	Aluminum Armour Plate Aluminum 2139-T8 Thickness: 2inches, Dimensions: 4ft x 8ft NSN: (9515) TBS NSCM/MFG:	EA	1	Department of Nationale Defence Bldg 53 DRDC Research Centre Valcartier 2459 Route de la Bravoure Québec, QC, CANADA G3J 1X5 Attention: Yves Payette

9 (Group B)	Aluminum Armour Plate Aluminum 2139-T8 Thickness: 1inch, Dimensions: 4ft x 8ft NSN: (9515) TBS NSCM/MFG: Copper Rod	EA	2	Department of Nationale Defence Bldg 53 DRDC Research Centre Valcartier 2459 Route de la Bravoure Québec, QC, CANADA G3J 1X5 Attention: Yves Payette	
10 (Group C)	OFHC C10100 Diameter: 4inches, Dimensions: 48in NSN: (9510) TBS NSCM/MFG:	EA	4	Department of Nationale Defence Bldg 53 DRDC Research Centre Valcartier 2459 Route de la Bravoure Québec, QC, CANADA G3J 1X5 Attention: Yves Payette	
				Group A: Sub total / sous total	
				Group B: Sub total / sous total	
			(Group C: Sub total / sous total	
				Taxes	
				Total	

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accep	ots any of the following Electronic Payment Instrument(s):
() Direct Deposit (Domestic and International);
() Electronic Data Interchange (EDI);
() Wire Transfer (International Only);