

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:

Eric de Bellefeuille Contracting Authority DLP 4-2-1 Eric.debellefeuille2@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).

S	olicitation	Closes	_
L	'invitation	prend	fin

 $At - \grave{a} : 14 : 00 \; EST - 14h \; 00 \; HNE$

On - le : / March 30, 2022 - 30 mars 2022

Solicitation No – Nº de l'invitation								
W8486-228532/001/AS								
on								
questions à								
A/DLP 4-2-1								
Eric.debellefeuille2@forces.gc.ca								
TO A SZ NY NYO 1 C								
FAX No – N° de fax								

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 See herein - Voir ici	Delivery offered - Livraison proposée
See herein - von lei	
Vendor Name and Address - Raison so	ciale 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 auto (caractère d'imprimerie)	orisée à signer au nom du fournisseur
Name/Nom	Title/Titre
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements applicable.

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 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 (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.
- c) Section 05, Submission of Bids Subsection 3 is deleted.
- d) 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.

- e) Section 06, Late Bids, Is deleted in its entirety;
- f) 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.

g) Subsection 1 of Section 08, Transmission by Facsimile, is deleted in its entirety.

2.1.1 SACC Manual Clauses

SACC Manual clause B4024T (2020-07-01) No Substitute Products

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

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 seven (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 separately bound sections as follows:

Section I: Technical Bid (1 electronic copy)

Section II: Financial Bid (1 electronic copy)

Section III: Certifications (1 electronic copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the 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:

1) Bidders must submit firm prices, Delivered Duty Paid (DDP) at 45 Sacré-Coeur, Gatineau, Québec, J8X 1C6, Incoterms 2010. Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately, and,

Bids must be submitted in Canadian dollars.

3.1.1 Electronic Payment of Invoices - Bid

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

If Annex "X" 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 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

4.1.1.1 Mandatory Technical Criteria

Item	Name	Thickness	Titanium Grade	Size
1	Weld coupons	1/8" nominal (tolerance ±0.008")	Grade 5 6AL4V, annealed condition	5" x 8" (tolerance ±1/16")
2	³∕₄ Plate	³ ⁄ ₄ " nominal (tolerance ±0.055")	Grade 5 6AL4V, annealed condition IAW AMS 4911	36" x 30" (tolerance ±1/16")
3	1/8 Sheet	1/8" nominal (tolerance ±0.008")	Grade 5 6AL4V, annealed condition	36" x 96" (tolerance ±1/16")
4	3/16 Sheet	3/16" nominal (tolerance ±0.01")	Grade 5 6AL4V, annealed condition IAW AMS 4911	36" x 96" (tolerance ±1/16")

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at 45 Sacré-Coeur, Gatineau, Québec, J8X 1C6, 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.

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 - Declaration of Convicted Offences

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

5.2 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.

5.2.1 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.

5.2.2 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

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 items detailed at Annex "A" – Line Item Details.

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> (2021-12-02), 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 _____ (insert the date).

6.4.4 Shipping Instructions

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

Incoterms 2010 "DDP Delivered Duty Paid" at 45 Sacré-Coeur, Gatineau, Québec, J8X 1C6, taxes excluded. The total amount of Applicable Taxes must be shown separately.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Eric de Bellefeuille Title: Procurement Officer Department of National Defence

Directorate of Land Procurement (DLP) 4-2-

Address: 101 Colonel by Dr. Ottawa, Ontario, K1A 0K2

Telephone: 819-939-5254

E-mail address: ERIC.DEBELLEFEUILLE2@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:

Name: Frank Sullivan

Organization: Department of National Defence, QETE

Telephone: 819-939-9074

E-mail address: FRANK.SULLIVAN@forces.gc.ca

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

General Inquiries

Name: Telephone: Email:

Delivery follow-up

Name: Telephone: Email:

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 price(s) as specified in Annex A for a cost of \$ _____ (insert the amount 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 (2017-08-17) Limitation of Price

6.6.3 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

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:

Department of National Defence Eric de Bellefeuille DLP 4-2-1 eric.debellefeuille2@forces.gc.ca

b) One (1) copy must be forwarded electronically to the Project Authority:

Name: Francis Sullivan Organization: QETE Telephone: 819-939-9074

E-mail address: FRANK.SULLIVAN@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.

6.8.2 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 2010A (2021-12-02)
- (c) Annex A –Line Item Details;
- (d) Annex B- Electronic Payment Instruments;
- (e) 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

6.12 Packaging Requirement

The Contractor must prepare item number(s) 1-2-3 integrity 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.

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

SACC Manual clause <u>D2001C</u> (2007-11-30), Labelling

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

6.13 Quality Assurance

SACC Manual clause (D5545C), ISO 9001:2008 – Requirement (Quality Assurance Code C)

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ANNEX "A" Line Item Details

Item	Description	Unit of Issue	Quantity	Destination Address	Invoice Address	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Firm Unit Price:	Extended Price:	Extended Price with Applicable Taxes:	Delivery Date Offered:
1	5"x 8" x 0.125" (1/8) Grade 5 Titanium Annealed condition Welding coupon	EA	250	Department of National Defence QETE 45 Boul. Sacré Cœur Room C1113, Ramp 7 Quality Engineering Test Establishment- National Printing Bureau Gatineau, Québec, J8X 1C6, Canada	Department of National Defence 101 Colonel By dr. Ottawa, Ontario, K1A 0K2 Eric de Bellefeuille, DLP 4-2-1 eric.debellefeuille2@force s.gc.ca	С	NO				
2	36" x 30" x 0.75" (3/4) Grade 5 Titanium annealed condition IAW AMS 4911 Plate	EA	1	Department of National Defence QETE 45 Boul. Sacré Cœur Room C1113, Ramp 7 Quality Engineering Test Establishment- National Printing Bureau Gatineau, Québec, J8X 1C6, Canada	Department of National Defence 101 Colonel By dr. Ottawa, Ontario, K1A 0K2 Eric de Bellefeuille, DLP 4-2-1 eric.debellefeuille2@force s.gc.ca	С	NO				
3	36" x 96" x 0.125" (1/8) Grade 5 Titanium annealed condition Sheet	EA	1	Department of National Defence QETE 45 Boul. Sacré Cœur Room C11113, Ramp 7 Quality Engineering Test Establishment- National Printing Bureau Gatineau, Québec, J8X 1C6, Canada	Department of National Defence 101 Colonel By dr. Ottawa, Ontario, K1A 0K2 Eric de Bellefeuille, DLP 4-2-1 eric.debellefeuille2@force s.gc.ca	С	NO				

Item	Description	Unit of Issue	Quantity	Destination Address	Invoice Address	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Firm Unit Price:	Extended Price:	Extended Price with Applicable Taxes:	Delivery Date Offered:
4	36"x 96"x 3/16" Grade 5 Titanium annealed condition IAW AMS 4911 Sheet	EA	1	Department of National Defence QETE 45 Boul. Sacré Cœur Room C1113, Ramp 7 Quality Engineering Test Establishment- National Printing Bureau Gatineau, Québec, J8X 1C6, Canada	Department of National Defence 101 Colonel By dr. Ottawa, Ontario, K1A 0K2 Eric de Bellefeuille, DLP 4-2-1 eric.debellefeuille2@force s.gc.ca	С	NO				

Amd. No. - N° de la modif.

ANNEX "X" 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);