



**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
DAP5Contracting.DOA5Passationdecontrats@
forces.gc.ca

Bid FAX No – N/A

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 indiqué(s).

**Sollicitation Closes –
L'invitation prend fin**

At – à : 14 :00 PM EST/HNE

On - le : November 23 – 23 novembre 2022

Title/Titre SLAB Batteries	Solicitation No – N° de l'invitation W8485-237233/A
Date of Solicitation – Date de l'invitation November 1, 2022 – 1 novembre 2022	
Address Enquiries to – Adressez toutes questions à: DAP5Contracting.DOA5Passationdecontrats@forces.gc.ca	
Telephone No. – N° de telephone Please use email	FAX No – N° de fax N/A
Destination See herein – voir les présentes	

Instructions: See herein

Delivery required - Livraison exigée ASAP – Dès que possible	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 the requirement.

1.2 Requirement

SACC Manual Clause B4008C, (2014-06-26) – Requirement

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

1.2.1 SACC Manual Clauses

1.2.1.1 Condition of Material

SACC Manual Clause B1000T (2014-06-26), Condition of Material - Bid

Material supplied must be new and conform to the latest issue of the applicable drawing, specification and/or part number that is in effect on the bid solicitation closing date.

1.2.1.2 Condition and certification of deliverables end items

SACC Manual Clause A0300T (2017-04-27), Military aviation replacement parts: Condition and certification of deliverables end items

The following categories do not apply to standard and commercial parts. Standard parts consist of common hardware parts and raw materials, not necessarily designed for aviation use, produced to recognized industry or government specifications, which are available without proprietary limitations (such as Society of Automotive Engineers (SAE), National Aerospace Standard (NAS), Army-Navy Aeronautical Standard (AN), and Military Standard (MS) hardware items). Commercial parts consist of common non-aeronautical parts produced to recognized industry specifications and available on the commercial market. Deliverable standard and commercial parts must be in a new condition.

1. Category #1 - New Materiel

Deliverable end items to be manufactured or which have been manufactured but not used, which are supplied by:

- a. the owner of the design or manufacturing rights to the items; or,
- b. the authorized manufacturer or agent/distributor of the owner of the design or manufacturing rights to the items; or
- c. distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or
- d. maintenance organizations approved/accredited by TC, the Department of National Defence (DND)/Canadian Forces Technical Airworthiness Authority or repair stations certified by the Federal Aviation Administration (FAA).

2. Category #2 - New Surplus Materiel

Deliverable end items, unused and supplied by an entity other than Category #1 sources. Full traceability documentation back to the owner of the design or manufacturing rights to the items or their authorized manufacturer or agent/distributor is required.

3. **Category #3 - Other Condition**
 Any deliverable end item condition other than Category # 1 or Category #2. Should the Bidder be offering deliverable end items in Category #3, a complete description of the item's condition and all available traceability documentation is required with the bid. Bids containing parts identified in this category are subject to evaluation by Canada at the bidder's expense.

Deliverable End Item Grid

Bidders must indicate the NATO Supply Code for Manufacturers or Commercial and Government Entity (NSCM/CAGE) code of the manufacturing entity under the appropriate category of the grid. For example, if a Bidder is offering a Category #1 item(s), it must indicate the NSCM number under that category as per the example below. Bidders may use additional pages to provide the complete description called up under Category #3 if necessary.

Item	Category 1 New Materiel	Category 2 New Surplus Materiel	Category 3 Other Condition
For example	NSCM: ABC12 Name: PWGSC	_____	_____
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____

Requirements for Airworthiness Certification

The requirements for airworthiness certification do not apply to the provision of standard and commercial parts. Standard and commercial parts must be accompanied by a packing slip that identifies the name and address of the supplier, the NATO Stock Number, identification of the manufacturing standard (e.g. SAE, NAS, AN, MS) and manufacturer's part number and model number as applicable; quantity, identification of the lot or batch number if applicable; and the cure date/shelf life if applicable.

Bidders are advised that the Contractor must provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied under the resulting contract. Note that this requirement is in addition to documentation required in support of invoice payment or other documentation requirements identified within the Contract:

1. **Category #1 and #2 military unique aviation replacement parts** must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:
 - a. positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;
 - b. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.

- c. identification of both the authorized signatory and the organization.
2. Category #1 and #2 items, which have an application to a civilian type certified aircraft, must be supplied with a Certificate of Conformance, namely:
 - a. Form TCCA Form One, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) year period before the date of contract award;
 - b. FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector, within the two (2) year period before the date of contract award;
 - c. European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) year period before the date of contract award; or
 - d. OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:
 - i. positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
 - ii. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:

I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
 - iii. identification of both the authorized signatory and organization.
 3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation.

SACC Manual Clause A0301T (2007-05-25), Military Aviation Replacement Parts, Substitutes and Traceability

The Part Number and NATO Supply Code for Manufacturers (NSCM(s), or the Commercial And Government Entity (CAGE) code indicated in the bid solicitation are the only ones known to the Department of National Defence that meet the form, fit and function requirements of the Original Equipment Manufacturer (OEM) approved type design of the aircraft in which they will be installed.

If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide, either with its bid or within three (3) working days following receipt of a request from the Contracting Authority, all the technical information (e.g. drawings, specifications, engineering reports, and/or test reports) necessary to clearly demonstrate that the part proposed has the form, fit and function characteristics equivalent to the Part Number(s) and NSCM/CAGE code(s) specified in the bid solicitation.

Failure to provide the required technical information will result in the bid being declared non-responsive with respect to any part for which such information was requested.

If a part is not manufactured by the OEM of the aircraft, then it must be manufactured by an authorized supplier to the OEM or by the original manufacturer of the part chosen for use by the OEM of the aircraft (or the successor of or licensed by that original manufacturer). Canada reserves the right to verify with the OEM of the aircraft that the manufacturer of a part proposed is in fact authorized by the OEM to produce that part or supplies that part to the OEM.

If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide the following substitution notice fully completed.

Substitution Notice

1. Item Number: _____

2. Original Technical Data (as referenced below):
 - a. Part Number: _____
 - b. NSCM/CAGE code: _____
 - c. Other: _____

3. Proposed Change(s)
 - a. Part Number: _____
 - b. NSCM/CAGE code: _____
 - c. Other: _____

4. Reason for Change/Supporting Data:

The Bidder is advised that availability and retention of records of the manufacturer sufficient to constitute proof of origin will be a condition of the resulting Contract.

1.2.1.5 Condition of Material

SACC Manual Clause **B1006T** (2011-05-16), Condition of Material - Department of National Defence

Bidders must specify, by providing the information required below, if they offer to provide material that is new production of current manufacture, or not.

- **Material - New Production of Current Manufacture:** If the material is new production of current manufacture supplied by the principal manufacturer or its accredited agent, it must conform to the latest issue of the applicable drawing, specification and part number, as applicable that is in effect on the bid closing date.
- **Material - Not New Production of Current Manufacture:** If the material is not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition. The material (end item) must not contain items which have been refurbished or previously placed in service. If the item contains elastomeric material, e.g., hoses, rubber, adhesive compounds, etc., the shelf life remaining cannot be less than 75 percent from the date of manufacture to the delivery date.

Bidders must further provide the name of the manufacturer, the date of manufacture and the cure date if the item contains elastomeric material.

- **Material - New Production of Current Manufacture:** _____
- **Material - Not New Production of Current Manufacture:** _____
Name of manufacturer: _____
Date of manufacturer: _____
Cure date if the item contains elastomeric material: _____.

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 following Trade Agreement:

Canadian Free Trade Agreement
Canada-Korea Free Trade Agreement
Canada-Chile Free Trade Agreement
Canada-Columbia Free Trade Agreement
Canada-Honduras Free Trade Agreement
Canada-Panama Free Trade Agreement
Canada-Peru Free Trade Agreement
Trans-pacific Partnership (CPTPP)
Canada-Ukraine Free Trade Agreement
Canada-United-Kingdom Trade Continuity Agreement
Canada-European Union Comprehensive Economic and Trade Agreement
World Trade Organization Agreement on Government Procurement (WTO-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 (2022-03-29) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of this bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

SACC Manual Clause A0070C, (2007-11-30) – Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described under Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before the expiry of the Contract by sending a written notice to the Contractor.

2.2 Submission of Bids

Bids must be submitted only to Canada by the date, time and email indicated on page 1 of the bid solicitation:

DAP5Contracting.DOA5Passationdecontrats@forces.gc.ca

2.2.1 Electronic Submissions

Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed five (5) megabytes may be rejected by Canada's 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. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents **submitted** 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 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 the Province of 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

Due to the nature of the bid solicitation, bids transmitted by e-post Connect service, by mail and by facsimile will not be accepted.

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

- Section I: Technical Bid (one [1] electronic copy in Portable Document Format ["PDF"])
- Section II: Financial Bid (one [1] electronic copy in PDF)
- Section III: Certifications (one [1] electronic copy in PDF)
- Section IV: Additional Information (one [1] electronic copy in PDF).

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) page setup;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, Bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fiber certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of color printing, printing double sided/duplex, using staples or clips instead of cerlox, duo tangs or binders.

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.

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

3.1.1 Exchange Rate Fluctuation

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

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 – Mandatory Criteria

The Bidders must comply with the mandatory criteria. Any bids that fail to meet the following mandatory criteria will be declared non-responsive; each criterion must be addressed separately:

- (a) The Bidder must indicate it will comply with the Terms and Conditions stipulated in this bid solicitation; and
- (b) The first page of the Request for Proposal (RFP) must be signed by an authorized representative of the Bidder and returned with the Financial Bid (RFP – Annex “A” – Line Item Details); and
- (c) The Bidder must comply with the Requirement stipulated in RFP – Annex “A” – Line Item Details; and
- (d) If the Bidder proposes an alternate material condition, alternate part number, alternate CAGE Code/NSCM and/or alternate QAC, then the Bidder must deliver with its bid or within three (3) working days following receipt of a request from the Contracting Authority, the information outlined in subsections 1.2.1.2, 1.2.1.3, 1.2.1.4, and 1.2.1.5 as applicable; and
- (e) The Bidder has supplied the following:
 - i. Contractor’s Representative information (subsection 6.5.3); and
 - ii. FCA delivery location (subsection 6.15.1 or 6.15.2).

4.1.2 Evaluation Procedures for Equivalent Products

This bid solicitation includes requirements to propose equipment (Line Item 1 through 6) that has been specified by a part number in order to ensure compatibility, interoperability and interchangeability with existing equipment owned by Canada. Where equipment has been described in this bid solicitation by part number, equivalency will be assessed against the part number, referred to as the Item of Supply.

Proposed equipment that is a replacement part number (superseded or obsolete) from the Original Equipment Manufacturer of the Item of Supply listed under a Line Item must be assessed as an equivalent product under this Article, in order to be considered to meet the requirement.

If a bidder intends to propose a part as an equivalent to a required Item of Supply, and it has or is able to obtain complete specifications for the Item of Supply, it must provide to Canada in its bid this Item of Supply specification, along with the specification established for its proposed equivalent.

Canada may instruct the bidder to use the provided Item of Supply specification, or another specification provided by Canada, for the purposes of demonstrating equivalency. If the Item of Supply specification is provided by Canada to the bidder, it will be made available to all bidders at the same time. During the evaluation period, the bidder must provide to Canada an analysis within seven business days of the request to do so, showing a comparison of the specification of its proposed equivalent part with the Item of Supply specification.

The analysis must demonstrate that the proposed equivalent part is equivalent in fit, form, function, quality and performance to the required Item of Supply, that it meets any mandatory performance criteria identified in the solicitation, and that the proposed equivalent is fully compatible, interoperable and

interchangeable with existing equipment identified in the bid solicitation. If the analysis submitted by the bidder does not demonstrate to the satisfaction of Canada such requirements, the bid will either be declared non-responsive, or will be subject to further evaluation if sampling is requested by Canada.

It is the responsibility of the Bidder to include all information required to evaluate the proposed equivalent product as described above; however, all bidders acknowledge that Canada will have the right, but not the obligation, to request any additional information during the evaluation that it requires to make a determination regarding the product proposed.

The bidder must provide the number of samples of its proposed equivalent part requested by Canada, transportation charges prepaid, and without charge to Canada, within three business days from the date of a request by the Contracting Authority:

- (a) if no specifications for the Item of Supply acceptable to Canada are available for the assessment above, or
- (b) if, in addition to the evaluation of the analysis submitted under paragraph 1, Canada wishes to perform testing on the proposed equivalent part to make its determination regarding whether the part is equivalent in form, fit, function, quality and performance. Canada also reserves the right to conduct testing regarding other aspects of equivalency, such as durability and interoperability, as compared to the Item of Supply. All tests will be documented by Canada. A sample submitted by a Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the testing does not demonstrate equivalency with respect to the aspects tested by Canada, the bid will be declared non-responsive.

If:

- (c) at least one bid is received proposing an equivalent part,
- (d) no acceptable specifications of the requested Item of supply are provided by the bidder proposing the equivalent,
- (e) no acceptable specifications of the requested Item of Supply are available to Canada, and
- (f) Canada is unable to test a sample for any reason (including that the Item of Supply being procured is new to use, or its interoperable parts are not available for use in testing),

Then,

- (g) if there are two (2) or more responsive bids in respect of the Item of Supply (not an equivalent), the evaluation process will be limited to those responsive bids.
- (h) if there are fewer than two (2) responsive bids, Canada will cancel the bid solicitation and then determine next steps, including whether specifications can reasonably be developed for the Item of Supply required by Canada.

4.1.3 Financial Evaluation

1. Bidders must submit their financial bid in accordance with Annex "A" – Line Item Details.
2. The price of the bid will be evaluated as follows:
 - Canadian-based bidders must submit firm prices, Canadian customs duties, excise taxes, and Applicable Taxes excluded.
 - Foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded.
 - Applicable Taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by the bidders.

3. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
4. Canada requests that bidders provide prices FCA Free Carrier. Bids will be assessed on an FCA Free Carrier basis.
5. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

4.2 Basis of Selection

4.2.1 Required Delivery Date and Lowest Evaluated Price

SACC Manual Clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

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 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 specified otherwise, 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 Forms for the Integrity Regime 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 timeframe provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of 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. The Bidder must complete and deliver with its bid the List of names for integrity verification form (<https://www.tpsgc-pwgsc.gc.ca/ci-if/documents/ln-form-eng.pdf>) located in the attached Annex "B".

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.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.

5.2.3 Price Certification

SACC Manual Clause C0008T (2007-05-25), Price Support

The Bidder must provide, on Canada's request, one or more of the following price support, if applicable:

- a. a current published price list indicating the percentage discount available to Canada; or
- b. copies of paid invoices for the like quality and quantity of the goods, services or both sold to other customers; or
- c. a price breakdown showing the cost of direct labour, direct materials, purchased items, engineering and plant overheads, general and administrative overhead, transportation, etc., and profit; or
- d. price or rate certifications; or
- e. any other supporting documentation as requested by Canada.

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 the Contract.

6.2 Requirement

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

6.2.1 Condition of Material - Contract

SACC Manual Clause B1006C (2014-06-26), Condition of Material – Contract (to be determined at contract award)

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

6.2.2 Shelf Life

SACC Manual Clause B1204C (2011-05-16), Shelf Life

The Contractor must ensure that item(s) 1 to 6 will contain 75 percent of the authorized shelf life as listed in *CFTO D-05-001-001/SF-000* at date of delivery to the Department of National Defence

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 (2022-01-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract with the following modifications:

a. the definition of Minister in the “Canada”, “Crown”, “Her Majesty” or “the Government” paragraph in the Interpretation section is modified by replacing “the Minister of Public Works and Government Services” with “the Minister of National Defence”. The amended paragraph reads 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

The Requirement must be delivered in August of each year.

6.4.2 Delivery Points

Delivery of the requirement will be made to the delivery point(s) specified at Annex “A” – Line Item Details of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Steve Duval
Title: DAP 5-2-7
Department of National Defence (DND)
Directorate: DGAEPM
Address: 101 Colonel By Drive, Ottawa ON K1A 0K2.
E-mail address: DAP5Contracting.DOA5Passationdecontrats@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: Marcel Babineau
Title: FT 2-4-3
Department of National Defence

The Technical 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 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 Procurement Authority

The Procurement Authority for the Contract is:

Name: Jean Araujo
Title: DAP 5-2-5
Department of National Defence

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.4 Contractor's Representative

Name: _____

Title: _____
Address: _____
Telephone: ____ - ____ - ____
Facsimile: ____ - ____ - ____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

SACC Manual Clause C0207C (2013-04-25), Basis of Payment – Firm Price, Firm Unit Prices(s) or Firm Lot Price(s).

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified in Annex "A" for a cost of \$ _____. Customs duties are excluded 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 Multiple Payments

SACC Manual Clause H1001C (2008-05-12), Multiple Payments.

6.6.3 SACC Manual Payment Clauses

SACC Manual Clause C2000C (2007-11-30), Taxes - Foreign-based Contractor.

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

6.6.4 Electronic Payment of Invoices – Contract (to be determined at contract award)

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 Invoicing Instructions

SACC Manual Clause H5001C (2008-12-12), Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of General Conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the following address for certification and payment.

Jean.araujo@forces.gc.ca

DAP5Contracting.DOA5Passationdecontrats@forces.gc.ca

b. One (1) copy must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of this Contract.

6.8 Certifications and Additional Information

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 the province of **Ontario**.

6.10 Priority of Documents

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

- (a) DND contract number **(W8485-237233-001)**;
- (b) General Conditions 2010A (2022-01-28), General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Line Item Details; and
- (d) the Contractor's bid dated _____ (if the bid was clarified/amended at the time of contract award add ", as clarified on ..." or ", as amended on ..." and insert the date(s).

6.11 Defence Contract

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

6.12 SACC Manual Clauses

SACC Manual Clause B1505C, (2016-01-28) – Shipment of Dangerous Goods/Hazardous Products

SACC Manual Clause B7500C (2006-06-16), Excess Goods

SACC Manual Clause C0100C (2010-01-11), Discretionary Audit – Commercial Goods and/or Services

SACC Manual Clause C2608C (2020-07-01), Canadian Customs Documentation

SACC Manual Clause D0050C (2007-05-25), End User Certificate

SACC Manual Clause D2000C (2007-11-30), Marking

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

SACC Manual Clause D5510C (2022-05-12), Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor

SACC Manual Clause D5515C (2010-01-11), Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor

SACC Manual Clause D5540C (2021-05-20) ISO 9001:2015 Quality Management Systems - Requirements

SACC Manual Clause D5545C (2019-05-30), ISO 9001:2015 Quality Management Systems - Requirements

SACC Manual Clause D5604C (2008-12-12), Release Documents (Department of National Defence) - Foreign-based Contractor

SACC Manual clause D5605C (2021-05-20), Release Documents (Department of National defence) – United States-based Contractor

SACC Manual Clause D5606C (2017-11-28), Release Documents (Department of National Defence) - Canadian-based Contractor

SACC Manual Clause D5620C (2012-07-16), Release Documents – Distribution – DAP

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
Attention: DAP 5-2-7

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
E-mail: ContractAdmin.DQA@forces.gc.ca.

SACC Manual Clause D9010C (2015-02-25), Military Aviation Replacement Parts - Airworthiness Documentation

The Contractor must provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied:

To be inserted at contract award

SACC *Manual* Clause G1005C (2016-01-28), Insurance - No Specific Requirement

6.13 Packaging Requirements

6.13.1 SACC *Manual* Clause D3010C (2016-01-85), Delivery of Dangerous Goods

6.13.2 SACC *Manual* Clause D3015C (2014-09-25), Dangerous Goods/Hazardous Products – Labelling and Packaging compliance

6.13.3 SACC *Manual* Clause D2015C (2010-01-11), Additional Package Markings - Identical Products

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided:
 - date of manufacture
 - expiration date of shelf life
2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

6.13.2 SACC *Manual* Clause D2025C (2017-08-17), Wood packaging materials

6.13.3 SACC *Manual* Clause D6010C (2007-11-30), Palletization

6.14 Shipping Instructions/Delivery Appointments

6.14.1 SACC *Manual* Clause D0035C (2018-06-21), Shipping Instructions (Department of National Defence) - Foreign-based Contractors

1. **Delivery will be FCA Free Carrier at _____ (insert the named place, e.g. Contractor's facility)** Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Coordination Center (ILCC):
Telephone: 1-877-447-7701 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca

3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;

- f. copy of the commercial invoice (in accordance with clause [C2608C](#), section 4, of the [Standard Acquisition Clauses and Conditions Manual](#)) or a copy of the Canada Border Services Agency form CI1 [Canada Customs Invoice](#) (PDF 429KB) - ([Help on File Formats](#));
 - g. [Schedule B](#) codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian [Dangerous Goods Shipping Regulations](#) and a copy of the material safety data sheet.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.
 6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fails to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

OR

6.14.2 SACC Manual Clause [D0037C](#) (2016-01-28), Shipping Instructions (Department of National Defence) - Canadian-based Contractor

1. **Delivery will be FCA Free Carrier at _____ ([Insert the named place, e.g. Contractor's facility](#))** Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Co-ordination Center (ILCC)
Telephone: 1-877-877-7423 (toll free)
Facsimile: 1-877-877-7409 (toll free)
E-mail: ILHQOttawa@forces.gc.ca
3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:

- a. the Contract number;
 - b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian [Transportation of Dangerous Goods Regulations](#), and a copy of the safety data sheet in English and French.
4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.
 5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
 6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fails to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

ANNEX “A” - Line Item Details

FIRM REQUIREMENTS							
Item	Requirement	Bidder's Proposed Delivery Date*	Destination	Unit of Issue	Firm Quantity	All-Inclusive Firm Unit Price, FCA Free Carrier	Total Item Cost
						CND/USD	
1	SLAB Batteries NSN: 6140-01-131-8104 Part No.: 0774-3005 NSCM/CAGE: 0WY95	During Fiscal year 2024	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Edmonton AB T5J 4J5	EA	60		
2	SLAB Batteries NSN: 6140-01-131-8104 Part No.: 0774-3005 NSCM/CAGE: 0WY95	During Fiscal year 2025	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Edmonton AB T5J 4J5	EA	60		
3	SLAB Batteries NSN: 6140-01-131-8104 Part No.: 0774-3005 NSCM/CAGE: 0WY95	During Fiscal year 2026	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Edmonton AB T5J 4J5	EA	60		
							SUB TOTAL: \$
							TAXES: \$
							TOTAL: \$

* The ideal delivery date for each Fiscal Year is in the month of August.

OPTIONAL REQUIREMENTS *							
Item	Requirement	Bidder's Proposed Delivery Date	Destination	Unit of Issue	Quantity	All-Inclusive Firm Unit Price, FCA Free Carrier CND/USD	Total Item Cost
4	SLAB Batteries NSN: 6140-01-131-8104 Part No.: 0774-3005 NSCM/CAGE: 0WY95	During Fiscal year 2027	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Edmonton AB T5J 4J5	EA	Up to 60		
5	SLAB Batteries NSN: 6140-01-131-8104 Part No.: 0774-3005 NSCM/CAGE: 0WY95	During Fiscal year 2028	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Edmonton AB T5J 4J5	EA	Up to 60		
6	SLAB Batteries NSN: 6140-01-131-8104 Part No.: 0774-3005 NSCM/CAGE: 0WY95	During Fiscal year 2029	Department of National Defence 7 CFSD Edmonton 195 Ave & 82 nd St. Edmonton AB T5J 4J5	EA	Up to 60		
						SUB TOTAL: \$	
						TAXES: \$	
						TOTAL: \$	

- NOTE: For the 3 optional years, the seller must identify the quantity and price Break (if they exist) for a quantity of up to 60 batteries per year.

ANNEX “B” - List of names for integrity verification form

List of names for integrity verification form

Requirements

Section 17 of the [Ineligibility and Suspension Policy](#) (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror’s organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners’ names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to [Information Bulletin: Required information to submit a bid or offer](#) for additional details.

Supplier information

Supplier’s legal name:
Organizational structure: <input type="checkbox"/> Corporate entity <input type="checkbox"/> Privately owned corporation <input type="checkbox"/> Sole proprietor
Supplier’s address:
Supplier’s procurement business number (optional):
Solicitation or transaction number:

Date of bid, offer submission or closing date of Invitation to Offer (yyyy-mm- dd):
--

List of names

Name	Title

Declaration

I, (name), (position) of (supplier's name) declare that the information provided in this Form is, to the best of my knowledge and belief, true, accurate and complete. I am aware that failing to provide the list of names will render a bid or offer non-responsive, and I will be otherwise disqualified for award of a contract or real property agreement. I am aware that during the bid or offer evaluation stage, I must, within ten (10) working days, inform the Contracting Authority in writing of any changes affecting the list of names submitted. I am also aware that after contract award I must inform the Registrar of Ineligibility and Suspension within ten (10) working days of any changes to the list of names submitted.

Signature

Please include with your bid or offer.

ANNEX “C” 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);