



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 :

Akin Mustafa, DLP 8-2-3-1  
Akin.Mustafa@forces.gc.ca

### Proposal To: National Defence Canada

We hereby offer to sell to His Majesty the King 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 le Roi 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).

<b>Title/Titre</b>		<b>Solicitation No – N° de l'invitation</b>	
9mm Dummy ammunition - Lyman A-Zoom Snap-Caps		W6399-24-LP93/A	
<b>Date of Solicitation – Date de l'invitation</b>			
January 12, 2024			
<b>Address Enquiries to – Adresser toutes questions à</b>			
Akin Mustafa@forces.gc.ca			
<b>Telephone No. – N° de téléphone</b>		<b>FAX No – N° de fax</b>	
343-573-4832			
<b>Destination</b>			
Specified herein			

### Instructions:

**Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.**

**Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.**

### Solicitation Closes – L'invitation prend fin

At – à : 02:00 PM Eastern Standard Time (EST)

On - le : February 23, 2024

Delivery required - Livraison exigée March 31, 2024	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 are no security requirements applicable to this Request for Proposal.

### **1.2 Statement of Requirement**

The requirement is detailed in Annex "A", Statement of Requirement

### **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).

### **1.5 Canadian Content**

The requirement is subject to a preference for Canadian goods and/or services.

## **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(2023-06-08) 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:

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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.

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

Delete: 60 days

Insert: 90 days

## 2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) **Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority.** Larger bids may be submitted through more than one e-mail. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

## 2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (one (1) electronic copy)

Section II: Financial Bid (one (1) electronic copy)

Section III: Certifications (one (1) electronic copy)

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

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

(a) 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 Petawawa, ON Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately, and,

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.

#### **3.1.1 Electronic Payment of Invoices – Bid**

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

If Annex "C" 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**

C3011T (2013-11-06), Exchange Rate Fluctuation

### **Section III: Certifications**

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

Bidders must provide the Part Number in Annex A – Statement of Requirement.

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at Petawawa, ON 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 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 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 [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

#### **5.1.2 Additional Certifications Required with the Bid**

##### **5.1.2.1 Canadian Content Certification**

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

( ) the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#)

**5.1.2.1.1** SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

## **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 [Ineligibility and Suspension Policy](#) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2.2 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](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**

**6.1.1** There is no security requirement applicable to this Contract.

## 6.2 Statement of Requirement

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

## 6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

### 6.3.1 General Conditions

2010A (2022-12-01), 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 March 31, 2024.

### 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" Petawawa, ON
2. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Technical Authority. The consignee may refuse shipments when prior arrangements have not been made.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Akin Mustafa  
Title: Material Acquisition and Support Officer  
Department: Department of National Defence  
Telephone: 343-573-4832  
E-mail address: Akin.Mustafa@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.



## 6.5.2 Technical Authority

The Technical Authority for the Contract is: *(To be completed by DND at contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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 Contractor's Representative *(To be completed by the bidder)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
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 a firm price as specified in Annex B for a cost of \$ \_\_\_\_\_. 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 SACC Manual Clauses

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

### 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);

## 6.7 Invoicing Instructions

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

2. Invoices must be distributed as follows:

The original must be emailed to: [Akin.Mustafa@forces.gc.ca](mailto:Akin.Mustafa@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 SACC Manual Clauses**

SACC *Manual* clause [A3060C](#) (2008-05-12) Canadian Content Certification

## **6.9 Applicable Laws**

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

## **6.10 Priority of Documents**

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

- (a) The Articles of Agreement;
- (b) The general conditions 2010A (2022-12-01) General Conditions: Goods (medium complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Pricing Schedule;
- (e) The Contractor's bid dated \_\_\_\_\_

## **6.11 Defence Contract**

SACC *Manual* clause [A9006C](#)(2012-07-16) Defence Contract

## **6.12 Insurance**

SACC *Manual* clause [G1005C](#)(2016-01-28) Insurance

## **6.13 Packaging Requirement**

The Contractor must prepare the items 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 the items in quantities of "up to a maximum of 100" 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

SACC *Manual* clause [D6010C](#) (2007-11-30), Palletization

#### **6.14 Quality Assurance**

SACC *Manual* clause [D5545C](#) (2019-05-30), ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C)

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**ANNEX "A"**  
**STATEMENT OF REQUIREMENT**

Item	Description	Part No.	Unit of Issue	Quantity	Quality Assurance Code (QAC)	Delivery Address
01	9mm Dummy ammunition - Lyman A-Zoom Snap-Caps	15316B	EA	20,000	C	Petawawa

**The Dummy Ammunition must be delivered to:**

CFB Petawawa  
Petawawa, Ontario, Canada  
K8H 2X3  
Attn: Base Ammunition Section  
Building AC-101  
POC: AC-2  
(613) 687-5511 Extension 7423

**Delivery contact:**

*Filled out at time of award*

Date of delivery: March 31, 2024

Firm unit price is \$ \_\_\_\_\_

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**ANNEX "B"**  
**PRICING SCHEDULE DDP**

<b>Item</b>	<b>Description</b>	<b>Part No.</b>	<b>Unit of Issue</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Extended Price</b>
01	9mm Dummy ammunition - Lyman A-Zoom Snap-Caps	15316B	EA	20,000		
					HST (13%):	
					TOTAL:	

**ANNEX "C"**

**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);