

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 1T3
Bid Fax: (902) 496-5016

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux 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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet PROTECTIVE RELAY TEST SYSTEM.	
Solicitation No. - N° de l'invitation W355B-131352/A	Date 2012-09-13
Client Reference No. - N° de référence du client W355B-13-1352	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-208-8770	
File No. - N° de dossier HAL-2-69160 (208)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-10-24	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: LeBlanc, JoAnne	Buyer Id - Id de l'acheteur hal208
Telephone No. - N° de téléphone (902) 496-5010 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BLDG D200 DR 13 7HD FMF CAPE SCOTT HMCS DOCKYARD HALIFAX NOVA SCOTIA B3K5X5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

Issuing Office - Bureau de distribution
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
B3J 3C9

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

Department of National Defence, FMF Cape Scott, Halifax, NS, has a requirement for one (1) Protective Relay Test System as detailed in Annex A - Statement of Requirement.

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-07-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

1. Bid Preparation Instructions

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

Section I: Technical Bid (two hard copies)

Section II: Financial Bid (one hard copy)

Section III: Certifications (one hard copy) - Bidders must submit the certifications required under Part 5.

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

- (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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria - as fully detailed in Annex A **(Goods to be delivered and received prior to March 29th, 2013.)**

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

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 will be recommended for award of a contract. The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian Customs Duties and Excise Taxes included.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

Certifications Precedent to Contract Award

1. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (*Consent to a Criminal Record Verification form - PWGSC-TPSGC 229*) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. Federal Contractors Program - Certification

Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture:

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

(d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

Signature: _____ Date: _____

PART 6 - RESULTING CONTRACT CLAUSES

1. Requirement

The Contractor must provide the items detailed in Annex A - Requirement, attached herein.

2. 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.

2.1 General Conditions

2010A (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

3. Term of Contract

3.1 Delivery Date

Delivery is MANDATORY FOB destination **by 29 March 2013**. Firms who cannot meet this delivery will be deemed non-responsive and their bid will not receive further consideration.

If your firm is awarded a contract with **a mandatory 29 March 2013 delivery** and the delivery is not received by this date, your firm agrees that the contract may be terminated for mutual consent and each Party release the other from any past, present and future obligations under the contract.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

JoAnne LeBlanc
Supply Officer
Acquisitions Branch
Public Works and Government Services Canada
1713 Bedford Row
Halifax, NS B3J 1T3
Telephone: (902) 496-5010
Facsimile: (902) 496-5016
E-mail : joanne.leblanc3@pwgsc.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.

4.2 Project Authority

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

Will be identified upon contract award.

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.

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

Contractor Contact Name: _____ PBN: _____
 Business Name: _____
 Business Address: _____
 Telephone: _____
 Facsimile: _____
 E-mail Address: _____

5. Payment

5.1 Basis of Payment - Firm Price or Firm Lot Price

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 the Annex A - Statement of Requirement, for a cost of \$ _____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

5.2 Method of Payment

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

5.3 Delivery Terms

Delivery is Delivered Duty Paid (DDP) Incoterms 2000. The contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes to the destination(s).

6. Invoicing Instructions

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:

(a) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

7. Certifications

7.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the

Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8. Applicable Laws

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

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 (2012-07-16), Goods (Medium Complexity)
- (c) Annex A - Statement of Requirement;
- (d) the Contractor's bid dated _____ (insert date of bid).

10. SACC Manual Clauses

G1005C (2008-05-12) - Insurance Requirements
A9006C **(2012-07-16)** - Defence Contract
C6000C (2011-05-16) - Limitation of Price
B1501C (2006-06-16) - Electrical Equipment

ANNEX "A" **STATEMENT OF REQUIREMENT**

Title: Purchase of Protective Relay Test System, Qty one (1)

General Description: A multipurpose, protective relay test system that is portable and capable of testing a wide variety of electro-mechanical, solid state, microprocessor-based protective relays and other protective devices. Delivery is MANDATORY on or before March 29, 2013. If delivery cannot be met, the contract will be terminated.

Provide the following

1. Supply one (1) protective relay system c/w options below:
2. Software Support – 2 users
3. Hard transit case
4. On site training day 1
5. On site training day 2

General Requirements:

1. Hand held controller
2. Full colour high resolution display / touch screen
3. Displays AC & DC amperes, volts, time, cycles, ohms, watts, phase angle and frequency
4. Manual or computer controlled
5. Tests three phase impedance, directional power, and negative sequence over current
6. Provides three phase, four wire wye source power
7. Built in test report generator
8. Convertible current channels 15amps @ 120VA
9. Can be used with third party software programs
10. Channel rating of 30amps @ 200VA continuous
11. Variable voltage channels of 30/150/300 volts @ 150VA
12. Flat power curve capabilities
13. Two Ethernet ports
14. USB interface port
15. Battery Simulator
16. Immediate error indication.
17. Constant power output

Minimum Specifications:

AC Voltage Amplitude

1. Accuracy: $\pm 0.05\%$ reading + 0.02% range typical, $\pm 0.15\%$ reading +0.05% range maximum
2. Resolution: .01
3. Measurements: AC RMS
4. Ranges: 30, 150, 300V

AC Current Amplitude

1. Accuracy: $\pm 0.05\%$ reading + 0.02% range typical, $\pm 0.15\%$ reading +0.05% range

maximum

2. Resolution: .001/.01
3. Measurements: AC RMS
4. Ranges: 30, 60A

DC Voltage Amplitude

1. Accuracy: 0.1% range typical, 0.25% range maximum
2. Resolution: .01
3. Measurements: RMS
4. Ranges: 30, 150, 300V

DC Current Amplitude

1. Accuracy: $\pm 0.05\%$ reading + 0.02% range typical, $\pm 1.5\%$ reading + 0.05% range maximum
2. Resolution: .001/.01
3. Measurements: RMS
4. Ranges 30A

Timer (Auto Ranging)

1. Seconds: 0.0001 to 99999.9
2. Cycles: 0.01 to 99999.9
3. Accuracy: $\pm 0.001\%$ of reading, typical ± 2 least significant digit, $\pm 0.005\%$ of reading from 0 to 50°C maximum

Maximum Specifications:

1. Per Channel: 45 amps @ 300VA : 6.67Vrms for 1.5 seconds
2. Per Channel 30 amps @ 200VA : 6.67Vrms continuous
3. 3 Currents in Parallel: 135 amps @ 900VA : 6.67Vrms
4. 3 Currents in Series: 4 amps @ 100 V

Minimum Operating Parameters:

1. Operating temperature 32 to 122 °F
2. Storage Temperature -13 to 158 °F
3. Relative humidity 5 to 90%, non- condensing

Power requirements (input):

1. Input power 90-264 VAC
2. Single phase
3. 60 HZ
4. 1800VA

Delivery and Commissioning:

1. Must have two (2) operation and maintenance manuals. Must be hard copy. Soft copies will not be accepted.

2. Must have a one (1) year warranty

Certification:

The equipment shall be certified by an acceptable Certification Organization. The following Certification Organizations are acceptable. The electrical control must bear a label from one of these organizations in order to be recognized as approved.

Identify which Organization shall be used:

- A. Canadian Standards Association (CSA)
- B. Entela
- C. Intertek Testing Services
- D. ETL Testing Laboratories
- E. Warnock Hersey (WH)
- F. Underwriters Laboratories of Canada (ULC)
- G. Underwriters Laboratories Inc. (UL)
- H. MET Laboratories Inc. (MET)
- I. TUV Rheinland of North America
- J. Quality Auditing Institute (QAI)
- K. TUV America Inc.
- L. Factory Mutual (FM) Approvals
- M. Omni-Test Laboratories Inc.
- N. Curtis-Straus LLC

NOTE: Labels from all Organizations above (with the exception of CSA and uLC), must be accompanied by a small "c" at the eight o'clock position or Canadian Standard number to indicate the product has been certified to the Canadian Standard.

- O. Electrical equipment that is not certified by one of the above agencies can only be accepted if the equipment is "field" inspected and labeled (complete with verification documentation) by the Canadian Standards Association (CSA), Cantest Ltd, Entela, Intertek Testing Services, MET Laboratories, TUV SUD America Inc, Underwriters Laboratories of Canada, Electrical Safety Authority (ESA), or QPS Evaluation Services Inc. under the Special Inspection Program. This inspection must take place before equipment delivery.