

**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**

<b>Title - Sujet</b> MAIN BREAKER	
<b>Solicitation No. - N° de l'invitation</b> W355B-141452/A	<b>Date</b> 2014-07-02
<b>Client Reference No. - N° de référence du client</b> W355B-14-1452	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$HAL-122-5087	
<b>File No. - N° de dossier</b> HAL-4-72005 (122)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-08-12</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Daylight Saving Time ADT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Chinye (HAL), Chukwudi	<b>Buyer Id - Id de l'acheteur</b> hal122
<b>Telephone No. - N° de téléphone</b> (902) 496-5476 ( )	<b>FAX No. - N° de FAX</b> (902) 496-5016
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE FMF CAPE SCOTT, HMCS DOCKYARD BLDG D200 DR 13 7HD 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**

**Issuing Office - Bureau de distribution**

Atlantic Region Acquisitions/Région de l'Atlantique  
Acquisitions  
1713 Bedford Row  
Halifax, N.S./Halifax, (N.É.)  
B3J 3C9  
Nova Scot

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

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**TITLE** (*Main Breaker Supply and Delivery*)**PART 1 - GENERAL INFORMATION****1. Requirement**

Department of National Defence has a requirement for a goods contract for the furnishings of all labour, material, transportation and delivery required to supply main breaker P/N:F3SE2500EG-PLPB to FMF Cape Scott, 7 HD Warehouse. HMCS Dockyard Halifax, Building D-200 Door 13, Halifax Nova Scotia, B3K 5X5, Canada in accordance with Annex A -Statement Of Requirement.

**2. 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

**3. Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

**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 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 (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: ninety (90) days

**1.1 SACC Manual Clauses**

No Substitute Products-B4024T-2006-08-15

**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 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.

### **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 ( one hard copy)

Section II: Financial Bid ( one hard copy)

Section III: Certifications ( one hard copy)

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) paper;
- (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.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre 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 colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs 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. The total amount of Applicable Taxes must be shown separately.

#### **1.1 Exchange Rate Fluctuation**

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

#### **1.2 SACC Manual Clauses**

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

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

### **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.

#### **1.1 Financial Evaluation**

*SACC Manual Clause* A0220T (2013-04-25), Evaluation of Price.

### **2. Basis of Selection**

- 2.1 A bid must comply with all 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**

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its

obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

## **1. Certifications Required Precedent to Contract Award**

### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### **1.2 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

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**

### **1. Requirement**

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

### **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 (2014-06-26 ), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 3. Term of Contract

#### 3.1 Delivery Date

All the deliverables must be received on or before September 16, 2014.

### 4. Authorities

#### 4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Chukwudi Chinye  
 Title: Contracting Officer  
 Public Works and Government Services Canada  
 Acquisitions Branch  
 Atlantic Region  
 Address: 1713 Bedford Row  
 Halifax, Nova Scotia  
 B3J 1T3  
 Telephone: 902- 496- 5476  
 Facsimile: 902- 496- 5016  
 E-mail address: chukwudi.chinye@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 determined at contract award)**

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

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

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 bidder)

Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cellular Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

## 5. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price , as specified in Annex B for a cost of \$ \_\_\_\_\_ (To be determined at contract award). Customs duties are included and Applicable Taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

### 6.3 Single Payment

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

### 6.4 SACC Manual Clauses

T1204 - Direct Request by Customer Department-A9117C-2007-11-30

### 6.5 Shipping Instructions - Free on Board Destination and Delivered Duty Paid

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

FOB Destination Shipping and Receiving, FMF Cape Scott, HMC Dockyard, Maritime Forces Atlantic, Door 13, Building D-200, Halifax NS B3K 5X5 including all delivery charges, offloading, administration, insurance costs and risks of transport, customs clearance and customs duties and Applicable Taxes to the destination as identified in the contract.

## 7. Invoicing Instructions

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

(a) The original and two (2) copies must be forwarded to the following address for certification and payment.



Department of National Defence  
Maritime Forces Atlantic,  
FMF Cape Scott,  
Building D200, Finance, 3rd Floor,  
Halifax, NS B3K 5X5  
Canada

## **8. Certifications**

### **8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

## **9. Applicable Laws**

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

## **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-,2014-06-26 Goods-Medium Complexity);;
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Integrity Provisions - Associated Information;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

## **11. SACC Manual Clauses**

Canadian Forces Site Regulations-A9062C-2011-05-16

Electrical Equipment-B1501C-2006-06-16

Excess Goods-B7500C-2006-06-16

## **12. Insurance**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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File No. - N° du dossier

HAL-4-72005

Buyer ID - Id de l'acheteur

hal122

Client Ref. No. - N° de réf. du client

W355B-14-1452

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX "A"**  
**REQUIREMENT**

**Main Breaker P/N F3SE2500EG-PLPB supply and delivery.**

**Manufacture: ABB**

**Series: ABB Megamax Breaker**

**Rating: 2500Amps**

**Description: F3S/E,2500A,EG,FM**

**Breaker Options:**

**Megamax F3S/E2500 3P Fixed Rear Terminal**

**Trip Unit EG 3P 3/9 in R2500 F3S/E**

**Protection for opening/closing push buttons.**

**Padlock device in open position**

**No substitute- Breaker must be identical to unit being replaced.**

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**ANNEX "B"**  
**BASIS OF PAYMENT**

**Date of award to September 16, 2014**

Column A Work Description	Column B Unit of measurement	Column C Estimated Quantity	Column D Price per Unit	Column E Extended Price Column C *Column D
Main Breaker supply and delivery in Accordance with Description in Annex A- Requirement	each	1	\$_____	\$_____
Total				\$_____+H ST

**Total Amount= \$\_\_\_\_\_+HST****Total amount will be the amount that will be considered during evaluation of all bids tendered**

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**ANNEX "C"**  
**Integrity Provisions - Associated Information**

Bidder's List of Directors below: Please provide a list of names of all individuals who are currently Directors **in** accordance with **PART 5-CERTIFICATION**.

**Directors:** (Please print clearly)

NAME	NAME	NAME	NAME

Attach additional names on a separate sheet if required.



**FOR GOVERNMENT USE ONLY  
POUR USAGE DU GOUVERNEMENT SEULEMENT**

Special Investigations Directorate File No.  
N° de dossier de la Direction des enquêtes spéciales

Date Received (Y-A M D-J)  
Date de réception

**CONSENT TO A CRIMINAL RECORD VERIFICATION  
CONSENTEMENT À LA VÉRIFICATION DE L'EXISTENCE D'UN CASIER JUDICIAIRE**

**This form must be completed and signed by each individual who is currently a director of the Bidder/Offeror/Supplier and provided with the Bid/Offer/Arrangement.**

**Le présent formulaire doit être rempli et signé par chaque individu qui est actuellement un administrateur du soumissionnaire/de l'offrant/du fournisseur et fourni avec la soumission/l'offre/l'arrangement.**

**A PRIVACY ACT STATEMENT  
ÉNONCÉ CONCERNANT LA LOI SUR LA PROTECTION DES RENSEIGNEMENTS PERSONNELS**

The personal information requested on this form is collected under the authority of subsection 750(3) of the *Criminal Code*, paragraph 42(1(c)) of the *Financial Administration Act*, and sections 7 and 21 of the *Department of Public Works and Government Services Act*. The information will be used for validating the criminal conviction certifications necessary for obtaining and maintaining a procurement instrument. It may be shared with other government departments, agencies, as well as provincial, territorial, and federal courts, within the limits of what is required to conduct the criminal conviction verification.

A refusal to provide information will result in the bid/offer/arrangement being rejected or the contract terminated, the standing offer being set-aside or the supply arrangement being cancelled, as applicable.

The personal information is described in personal information bank PWGSC PPU 184 - Integrity Assessment Program. Individuals have a right of access to, correction of and protection of their information in accordance with the *Privacy Act*.

Les renseignements personnels demandés dans le présent formulaire sont recueillis en vertu du paragraphe 750(3) du *Code criminel*, du paragraphe 42(1(c)) de la *Loi sur la gestion des finances publiques* et des articles 7 et 21 de la *Loi sur le ministère des Travaux publics et des Services gouvernementaux*. Ces renseignements seront utilisés pour valider les attestations de condamnation au criminel nécessaires pour obtenir et conserver un instrument d'approvisionnement. Les renseignements peuvent être diffusés à d'autres ministères et organismes fédéraux, ainsi qu'à des tribunaux provinciaux, territoriaux et fédéraux, dans les limites de ce qui est requis pour la vérification des condamnations au criminel.

À défaut de fournir les renseignements demandés, la soumission/l'offre/l'arrangement sera rejeté ou le contrat résilié, l'offre à commandes sera mise de côté ou l'arrangement en matière d'approvisionnement sera annulé, selon le cas.

Les renseignements personnels sont décrits dans les fichiers de renseignement personnels n° TPSGC PPU 184 - Programme de l'évaluation de l'intégrité. Les personnes ont le droit d'accéder aux renseignements personnels qui les concernent, ainsi que de les faire corriger ou protéger, conformément à la *Loi sur la protection des renseignements personnels*.

**B BIOGRAPHICAL INFORMATION - Must be completed by the individual  
RENSEIGNEMENTS BIOGRAPHIQUES - À remplir par l'individu**

Family Name (Last Name) - Nom (de famille)

Family Name at Birth - Nom de famille à la naissance

Full Given Names (No initials) - Prénoms au complet (aucune initiale)

All other previously used names (i.e. maiden name, previously married names, legal name change, nicknames)  
Tout autre nom utilisé (tel que nom de jeune fille, noms maritaux précédents, changement de nom légaux, sobriquets)

Gender - Sexe

☐

Male  
Masculin

☐

Female  
Féminin

Date of Birth - Date de naissance (Y-A M D-J)

**Current Permanent Residential Information  
Information résidentielle permanente actuelle**

Apartment No. - N° d'appartement

Street No. - N° civique

Street Name - Nom de la rue

City - Ville

Province/State - État

Country - Pays

Postal Code/Zip Code - Code postal/Code zip

<b>C</b>	<b>CONSENT - Must be signed by the individual CONSENTEMENT - Doit être signé par l'individu</b>
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I, the undersigned, confirm that I have read and understand the above *Privacy Act* statement and that I consent to the collection and use of my personal information as described therein.

Je, soussigné, confirme avoir pris connaissance de l'Énoncé concernant la *Loi sur la protection des renseignements personnels* et consens à la collecte et à l'utilisation des renseignements personnels fournis aux présentes.

Signature	
Print Name - Nom en lettres moulées	Date (Y-A M D-J)

<b>D</b>	<b>ADMINISTRATIVE INFORMATION - Internal Government Use Only RENSEIGNEMENTS ADMINISTRATIFS - Pour usage interne du gouvernement seulement</b>	
Requesting Branch/Sector/Directorate/Division - Direction générale/Secteur/Direction/Division requérante		
Solicitation/Proposed Contract No. - N° de la demande de soumission/N° du contrat		Date of Request (Y-A M D-J) Date de la demande
Requesting Contact Person - Personne-ressource requérante	Contact Person Tel. No. - N° de tél. de la personne-ressource	