



**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier**

**Place du Portage , Phase III**

**Core 0B2 / Noyau 0B2**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**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**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Electronics, Simulators and Defence Systems Div.

/Division des systèmes électroniques et des systèmes de simulation et de défense

11 Laurier St. / 11, rue Laurier

8C2, Place du Portage

Gatineau

Québec

K1A 0S5

<b>Title - Sujet</b> Display Unit Radar	
<b>Solicitation No. - N° de l'invitation</b> W8485-184527/A	<b>Date</b> 2017-10-12
<b>Client Reference No. - N° de référence du client</b> 6000406026	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$QF-110-26483	
<b>File No. - N° de dossier</b> 110qf.W8485-184527	<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 2017-10-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<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> MacNeil, Jennifer	<b>Buyer Id - Id de l'acheteur</b> 110qf
<b>Telephone No. - N° de téléphone</b> (819) 420-1746 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5650
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 7 CF SUPPLY DEPOT Receipts and Issues Section EDMONTON Alberta T0A2H0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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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## PART 1 - GENERAL INFORMATION

### 1.1 Requirement

The requirement is detailed under Annex A of the contract.

### 1.2 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### 1.3 Trade Agreements

The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA).

### 1.4 Canadian Content

#### 1.4.1 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.

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

1.4.1.1 SACC Manual clause [A3050T](#) (2014-11-27) Canadian Content Definition

## 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) (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](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 60 days

Insert: 90 days

### **2.1.1 SACC Manual Clauses**

Controlled Goods Program- Bid (2014-11-27) A9130T  
Equivalent Products (2006-06-16) B3000T

## **2.2 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.

## **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**

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)

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) (<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.

##### **3.1.1 Exchange Rate Fluctuation**

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

##### **3.1.2 SACC Manual Clauses**

#### **Section III: Certifications**

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

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

#### **4.1 Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

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#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

See Annex A.

#### **4.1.2 Financial Evaluation**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties, excise taxes and options included.

#### **4.2 Evaluation Overview**

Canada is conducting a two-step bid evaluation process for this requirement. For details on the two-step process, refer to Annex B - Evaluation Procedures and Basis of Selection.

#### **4.3 Basis of Selection**

##### **4.3.1 Basis of Selection - Mandatory Technical Criteria**

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

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

#### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the *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](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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 the Contract.

### 6.2 Requirement

The Contractor must provide the items detailed under 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 (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

All the deliverables must be received on or before March 31, 2018.

#### 6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified in Annex A.

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jennifer MacNeil  
Public Works and Government Services Canada  
Acquisitions Branch  
Electronics, Simulators and Defence Systems  
11 Laurier Street, Phase III  
Place du Portage, Hull, Quebec, K1A 0S5

Telephone: (819) 420-1746  
Facsimile: (819) 956-5650  
E-mail address: [jennifer.macneil@tpsgc-pwgsc.gc.ca](mailto:jennifer.macneil@tpsgc-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.

### 6.5.2 Procurement Authority:

The Procurement Authority for the Contract is: **(filled in at contract award)**

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

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

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.



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### 6.5.3 Technical Authority (filled in at contract award)

The Technical Authority for the Contract is:

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.

### 6.5.4 Contractor's Representative (Bidder must complete)

#### General enquiries

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### Delivery Follow-up

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment - Firm Price, Firm Unit Price(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 firm unit prices, as specified in contract for a cost of \$ \_\_\_\_\_ (**filled in at contract award**). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.6.2 Method of Payment

H1001C (2008-05-12), Multiple Payments, apply to and form part of the Contract.

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## 6.7 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.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the 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 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 (2016-04-04), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Pricing Schedule;
- (d) Annex B, Evaluation Procedures and Basis of Selection;
- (e) the Contractor's bid dated \_\_\_\_\_ (***filled in at contract award***).

## 6.11 Defence Contract

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

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## **6.12 SACC Manual Clauses**

A9131C (2014-11-27), Controlled Goods Program - Contract  
B4060C (2011-05-16), Controlled Goods  
B7500C (2006-06-16), Excess Goods  
D2000C (2007-11-30), Marking  
D2001C (2007-11-30), Labelling  
D2025C (2017-08-17), Wood Packaging Materials  
D5540C (2010-08-16) ISO 9001:2008 – Quality Management Systems – Requirements (Quality Assurance Code Q)  
D6010C (2007-11-30), Palletization  
D9002C (2007-11-30), Incomplete Assembly  
G1005C (2016-01-28), Insurance - No Specific Requirement

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

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

Incoterms 2000 "DDP Delivered Duty Paid" Edmonton, Alberta.

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**ANNEX A**  
**PRICING SCHEDULE**

**1. Requirement: (Bidders must complete)**

The contractor must provide two (2) Display Unit Radars as detailed in the table below. The price is to include shipping costs (DDP) to Edmonton, Alberta, applicable taxes extra.

Item	Description	Qty	Firm Price	Delivery Date Offered
1	Display Unit Radar NSN: N5840-01-3870435  Acceptable P/N's: 253224-902 253224-901 TAC-90B-1 3A21453A02  NCAGE:  05257 – General Dynamics Land Systems Canada  97942 – Northrop Grumman Systems Corporation	2	_____/each	

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Buyer ID - Id de l'acheteur  
110qf  
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## 2. Optional Goods: (Bidders must complete)

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described below under the same conditions and at the prices 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 within two (2) years after contract award by sending a written notice to the Contractor.

Item	Description	Qty	Firm Price	Delivery Date Offered
1	Display Unit Radar  NSN: N5840-01-3870435  Acceptable P/N's: 253224-902 253224-901 TAC-90B-1 3A21453A02  NCAGE:  05257 – General Dynamics Land Systems Canada  97942 – Northrop Grumman Systems Corporation	2	_____/each	

All prices provided in this schedule are quoted in the following currency:\_\_\_\_\_.

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## ANNEX B

### 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. For the purposes of this solicitation, Canada will utilize a two-step evaluation process as more fully described herein.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### 1.1 Evaluation Overview and Underlying Principles

- (a) Canada is conducting a two-step bid evaluation process for this requirement. Step 1 consists of an evaluation of a Bidder's bid and, if necessary, the release of a Preliminary Evaluation Report to all Bidders. Step 2 consists of an evaluation of the remaining bid sections and, if issued, Bidders responses to the Preliminary Evaluation Report. Only those bids deemed to be responsive at the completion of Step 1 will be evaluated at Step 2.
- (b) **Notwithstanding the limited review which Canada may conduct for certain parts of the solicitation during Step 1, Bidders are and will remain solely responsible for the accuracy and completeness of their bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying errors or omissions in bids submitted nor does Canada undertake to identify any or all such errors or omissions. BIDDERS ARE AND WILL REMAIN SOLELY RESPONSIBLE FOR ENSURING CONSISTENCY OF THE INFORMATION SUBMITTED IN THEIR BIDS AT ALL TIMES. WITHOUT LIMITING THE FOREGOING, BIDDERS ARE AND WILL REMAIN SOLELY RESPONSIBLE FOR ENSURING THAT ANY INFORMATION PROVIDED IN RESPONSE TO A PRELIMINARY EVALUATION REPORT IS CONSISTENT WITH ANY OTHER INFORMATION ORIGINALLY SUBMITTED IN THEIR BID IN RESPONSE TO OTHER REQUIREMENTS. FAILURE TO DO SO MAY PREJUDICE THE EVALUATION OF PREVIOUSLY SUBMITTED INFORMATION AND/OR RENDER THE BID NON-RESPONSIVE.**
- (c) This two-step bid evaluation process shall not limit Canada's rights under SACC 2003 (2016-04-04) *Standard instructions – Goods or Services – Competitive Requirements* nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.

#### 1.2 Bid Evaluation: Step 1

##### 1.2.1 Canada will conduct an initial review of each Section as described below.

- (i) Section I: Technical Bid

Bidder responses to the following solicitation requirement documents will be reviewed:

- a) Technical Evaluation, Table Mandatory Technical Criterion

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**Review Parameters:**

Canada will conduct a full review and evaluation of all mandatory requirements in accordance with the procedures of Annex A to:

1. Determine if a Bidder's submission in respect of mandatory requirements having a pass/fail is considered by Canada to be responsive. A bid will be considered by Canada to be non-responsive if the bid fails to achieve a compliant "Yes" rating on a mandatory pass/fail requirement.

(ii) **Section II: Financial Bid**

Bidder responses to the following solicitation requirement documents will be reviewed:

a) Basis of Payment

**Review Parameters:**

A full review of the Financial Bid is not conducted at Step 1. Canada's initial review will be limited to identifying whether required data is missing from the bid or whether GST/HST amounts are not shown separately. In instances where a different price for the same item is provided in more than one location within the Financial Bid, Canada will identify this discrepancy and the Bidder must confirm which price applies.

Where a required line item has been left blank, only the missing information may be added to the Financial Bid for Step 2, except that, in those instances where the addition of such information will necessarily result in a change to other pricing or cost information previously submitted as a result of calculations required by the solicitation (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. **Any other changes to the Bid shall be considered to be new information and will be disregarded.**

Canada will also identify any instances where a Bidder has failed to submit a required proof of compliance or where a submitted document lacks the requisite signature(s) **only** for the above-noted documents and those documents which must otherwise be submitted with the Financial Bid.

(iii) **Section III - Certifications and Section IV - Additional Information**

Canada will identify any instances where a Bidder has failed to submit a required certification or proof of compliance or where a submitted document lacks the requisite signature(s) **only** for the certifications required to be submitted with the bid. The Bidder remains responsible for ensuring that any certifications which are required to be submitted prior to the close of the solicitation period or at any other time, are submitted as required.

- 1.2.2 After this initial review, if any bid is determined to be non-responsive in accordance with the review parameters noted above, the Contracting Authority will provide each Bidder with a "Preliminary Evaluation Report" (or "Report") listing only the instances where the bid is non-responsive to the requirements of the bid solicitation and the applicable solicitation references.

- 1.2.3 Bidders whose bids are considered to be non-responsive will be invited by the Contracting Authority to submit additional or different information to demonstrate to Canada, in accordance with the solicitation, that the bid is compliant with the solicitation requirements. **Except as expressly permitted above, information submitted for any other line item or category will not be considered nor will submitted information be used to evaluate any other section of a Bidder's bid or the solicitation requirement.**
- 1.2.4 For Bidders whose bids are considered to be responsive, the Report will only identify that they are responsive for the mandatory requirements evaluated; scores will not be provided.
- 1.2.5 All Bidders are requested to provide written confirmation of receipt of the Report to the Contracting Authority. Bidders who do not confirm receipt will be deemed to have received the Report as of the date issued by Canada.
- 1.2.6 Only non-responsive Bidders shall submit further information in response to the Report.
- 1.2.7 Information submitted by non-responsive Bidders in response to the Report and accepted by Canada will be deemed to replace, in full, **only** the non-responsive information or response in the Bidder's original bid as identified in the Report and will be used for the remainder of the bid evaluation process.
- 1.2.8 **The Bidder's response to the Report must follow the Bid Preparation Instructions (such as, for example, separating financial information from other information as required).** Canada requests that Bidders clearly indicate, for each response, which non-responsive requirement identified in the Report is being responded to.
- 1.2.9 Responses to the Report must be submitted to the Contracting Authority on or before the date and time specified in the Report. Failure to do so will result in the bid being deemed non-responsive and the bid will receive no further consideration.
- 1.2.10 Any adjustments to a non-responsive bid are at the Bidder's sole discretion and will be made solely by the Bidder. Canada will not provide information about any other bid or any information as to how a Bidder should complete its response, if any, to the Report. **Bidders are and will remain solely responsible for the accuracy and completeness of their bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying errors or omissions in bids submitted nor does Canada undertake to identify any or all such errors or omissions. BIDDERS ARE AND WILL REMAIN SOLELY RESPONSIBLE FOR ENSURING CONSISTENCY OF THE INFORMATION SUBMITTED IN THEIR BIDS AT ALL TIMES. WITHOUT LIMITING THE FOREGOING, BIDDERS ARE AND WILL REMAIN SOLELY RESPONSIBLE FOR ENSURING THAT ANY INFORMATION PROVIDED IN RESPONSE TO A PRELIMINARY EVALUATION REPORT IS CONSISTENT WITH ANY OTHER INFORMATION ORIGINALLY SUBMITTED IN THEIR BID IN RESPONSE TO OTHER REQUIREMENTS. FAILURE TO DO SO MAY PREJUDICE THE EVALUATION OF PREVIOUSLY SUBMITTED INFORMATION AND/OR RENDER THE BID NON-RESPONSIVE.**
- 1.2.11 For those instances where a Bidder chooses not to submit additional or different information for a requirement identified as non-responsive in the Report, the Bidder must submit a response indicating "No Change" for such requirement and the original response for that item will continue to apply. If a Bidder does not respond to a requirement identified as non-responsive, the Bidder will be deemed to have provided a "No Change" response and the original response for that item will continue to apply.



- 1.2.12 If all bids are determined to be responsive, no Preliminary Evaluation Reports will be issued and the Contracting Authority will complete the full bid evaluation, including the Financial Bid evaluation, using the original bid documents submitted.

### 1.3 Preliminary Evaluation Report : Step 1

Once a Preliminary Evaluation Report is issued:

- (a) Canada will conduct a final review of the non-responsive requirements listed in the "Preliminary Evaluation Report" provided to each Bidder, taking into account the additional or different information submitted, to determine if these requirements have been met as required in the solicitation. Should one or more of the requirements initially evaluated as non-responsive continue to be evaluated as non-responsive after review of the additional or different information, the bid will be deemed non-responsive and will not be given any further consideration. The bid will also be evaluated as non-responsive if the additional or different information submitted renders non-responsive any other mandatory requirements.
- (b) Bids that have demonstrated responsiveness at the conclusion of the final review of all mandatory requirements will continue to be evaluated at Step 2.

### 1.4 Financial Bid Evaluation: Step 2

Canada will conduct a full review and evaluation of the Financial Bids for those Bidders whose bids have demonstrated responsiveness at the conclusion of the final review of all mandatory requirements.

## 2. Basis of Selection

### 2.1 Conclusion of Step 1 and Step 2

To be declared responsive at the conclusion of Step 1 and Step 2 a bid must:

- a) comply with all the requirements of the bid solicitation; and
- b) meet all mandatory criteria.

Bids not meeting all of the foregoing requirements will be declared non-responsive, and receive no further consideration.