



**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**

Vehicles & Industrial Products Division  
11 Laurier St./11, rue Laurier  
7A2, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> PUMP UNIT, ROTARY	
<b>Solicitation No. - N° de l'invitation</b> W8482-183406/A	<b>Date</b> 2018-01-17
<b>Client Reference No. - N° de référence du client</b> 6000419721	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-371-74163	
<b>File No. - N° de dossier</b> hp371.W8482-183406	<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 2018-02-27</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<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> Modérie, Christine	<b>Buyer Id - Id de l'acheteur</b> hp371
<b>Telephone No. - N° de téléphone</b> (873) 469-3327 ( )	<b>FAX No. - N° de FAX</b> (819) 953-2953
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W8482	DEPARTMENT OF NATIONAL DEFENCE Bldg D-206 Door 1 thru 13 MAIN Warehouse CFB Halifax HMC Dockyard Halifax Nova Scotia B3K 5X5 Canada	W8482	DEPARTMENT OF NATIONAL DEFENCE P.O. BOX 99000, STN FORCES MARITIME FORCES ATLANTIC Halifax Nova Scotia B3K 5X5 Canada
W8482	DEPARTMENT OF NATIONAL DEFENCE Bldg 66 Colwood Wilfret Rd CFB Esquimalt Attn: Receiving Victoria British Columbia Canada	W8482	DEPARTMENT OF NATIONAL DEFENCE STN FORCES P.O.BOX 17000 CFB ESQUIMALT BASE LOGISTIC OFFICER Victoria British Columbia V9A 7N2 Canada
W8482	DEPARTMENT OF NATIONAL DEFENCE Bldg 66 Colwood Wilfret Rd Attn: Receiving CFB Esquimalt Victoria British Columbia Canada	W8482	DEPARTMENT OF NATIONAL DEFENCE BASE LOGISTIC OFFICER STN FORCES P.O.BOX 17000 CFB ESQUIMALT Victoria British Columbia V9A 7N2 Canada
W8482	DEPARTMENT OF NATIONAL DEFENCE Bldg D-206 Door 1 thru 13 MAIN Warehouse HMC Dockyard CFB Halifax Halifax Nova Scotia B3K 5X5 Canada	W8482	DEPARTMENT OF NATIONAL DEFENCE P.O. BOX 99000, STN FORCES MARITIME FORCES ATLANTIC Halifax Nova Scotia B3K 5X5 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 4320-12-322-2995 PUMP UNIT, ROTARY 60.0 CU M/HR FLOW RATE; 10.0M; HEAD; 1690.0 RPM; 4.0 KW MOTOR; OUTPUT; 440.0 V, 60.0 HZ; 4.000; IN. 150 LB/SQ IN. ANSI DN100; SUCTION; TWO VANE IMPELLER; W/NON-CLOG SYSTEM, 173.0 MM DIA; REAR WALL ACC. TO DWG BM 1/5-501; TO INCREASE SHOCK LOAD UP TO 28; G'S FROM ALL DIRECTIONS; SHAFT; W/ROTOR AND IMPELLER ON TWO; LEVELS DYNAMICALLY BALANCED; • Specify name of the manufacturer: _____ offered. • Specify P/N _____ offered. NSCM/CAGE - COF/CAGE: D1995 Part No. - N° de la partie: A1G-027 or equival	W8482	W8482	10	Each	\$		XXXXXXXXXXXX	See Herein	
2	NSN - NNO: 4320-12-322-2995 PUMP UNIT, ROTARY 60.0 CU M/HR FLOW RATE; 10.0M; HEAD; 1690.0 RPM; 4.0 KW MOTOR; OUTPUT; 440.0 V, 60.0 HZ; 4.000; IN. 150 LB/SQ IN. ANSI DN100; SUCTION; TWO VANE IMPELLER; W/NON-CLOG SYSTEM, 173.0 MM DIA; REAR WALL ACC. TO DWG BM 1/5-501; TO INCREASE SHOCK LOAD UP TO 28; G'S FROM ALL DIRECTIONS; SHAFT; W/ROTOR AND IMPELLER ON TWO; LEVELS DYNAMICALLY BALANCED; •	W8482	W8482	14	Each	\$		XXXXXXXXXXXX	See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
2	Specify name of the manufacturer: offered. • Specify P/N _____ NSCM/CAGE - COF/CAGE: D1995 Part No. - N° de la partie: A1G-027 or Equival.									
3	NSN - NNO: 4320-12-322-2996 PUMP UNIT, ROTARY 12.0 CU M/HR FLOW RATE; 35.0M; HEAD; 3534.0 RPM; 8.2 KW MOTOR; OUTPUT; 440.0 V, 60.0 HZ; R 3.000; IN. 150 LB/SQ IN. ANSI DNBO; SUCTION; TWO VANE IMPELLER, OPEN; W/NON-CLOG SYSTEM, 144.0 MM DIA; REAR WALL ACC. TO DWG AZ 1/6-518; TO INCREASE SHOCK LOAD UP TO 28; G'S FROM ALL DIRECTIONS; SHAFT; W/ROTOR AND IMPELLER ON TWO; LEVELS DYNAMICALLY BALANCED; • Specify name of the manufacturer: offered. • Specify P/N _____ NSCM/CAGE - COF/CAGE: D1995 Part No. - N° de la partie: A1 F-001 or Equival.	W8482	W8482	5	Each	\$	XXXXXXXXXX		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
4	NSN - NNO: 4320-12-322-2996 PUMP UNIT, ROTARY 12.0 CU M/HR FLOW RATE; 35.0M; HEAD; 3534.0 RPM; 8.2 KW MOTOR; OUTPUT; 440.0 V, 60.0 HZ; R 3.000; IN. 150 LB/SQ IN. ANSI DNBO; SUCTION; TWO VANE IMPELLER, OPEN; W/NON-CLOG SYSTEM, 144.0 MM DIA; REAR WALL ACC. TO DWG AZ 1/6-518; TO INCREASE SHOCK LOAD UP TO 28; G'S FROM ALL DIRECTIONS; SHAFT; W/ROTOR AND IMPELLER ON TWO; LEVELS DYNAMICALLY BALANCED; • Specify name of the manufacturer: _____ offered. • Specify P/N _____ offered. NSCM/CAGE - COF/CAGE: D1995 Part No. - N° de la partie: A1F-001 or Equival.	W8482	W8482	5	Each	\$	XXXXXXXXXXXX	XXXXXXXXXXXX	See Herein	

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

- 1.1 Requirement
- 1.2 Debriefings
- 1.3 Trade Agreements

### **PART 2 - BIDDER INSTRUCTIONS**

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws

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

- 3.1 Bid Preparation Instructions

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

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

### **PART 6 - RESULTING CONTRACT CLAUSES**

- 6.1 Security Requirement
- 6.2 Requirement
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Contract
- 6.5 Authorities
- 6.6 Payment
- 6.7 Invoicing Instructions
- 6.8 Certifications
- 6.9 Applicable Laws

- 6.10 Priority of Documents
- 6.11 SACC Manual Clauses
- 6.12 Asbestos
- 6.13 Preparation for Delivery
- 6.14 Additional Package Markings - Identical
- 6.15 Condition of Material - DND
- 6.16 Shipping Instructions - DDP Destination
- 6.17 Release Documents - Distribution

#### Annex "A" – Electronic Payment Instruments

## **PART 1**

### **GENERAL INFORMATION**

#### **1.1 Requirement**

The requirement is detailed under the “Line Item Detail”.

#### **1.2 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

#### **1.3 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) and the Canadian Free Trade Agreement (CFTA).



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

The 2003 standard instructions is amended as follows:

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

**Delete:** sixty (60) days

**Insert:** ninety (90) days

- Section 5, entitled Submission of bids, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
  - subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
  - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
- Section 6, entitled Late bids, is deleted entirely and replaced with the following:

- "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
- Section 07, entitled Delayed bids, is amended as follows:
  - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
- Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:

"Transmission by facsimile or by epost Connect"

  1. Facsimile
    - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
    - b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
      - i. receipt of garbled or incomplete bid;
      - ii. availability or condition of the receiving facsimile equipment;
      - iii. incompatibility between the sending and receiving equipment;
      - iv. delay in transmission or receipt of the bid;
      - v. failure of the Bidder to properly identify the bid;
      - vi. illegibility of the bid; or
      - vii. security of bid data.
    - c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.

## 2. ePost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
- b. To submit a bid using epost Connect service, the Bidder must either:
  - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The solicitation number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- i. receipt of a garbled or incomplete bid;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or
  - viii. inability to create an electronic conversation through the epost Connect service.
- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

### 2.1.1 SACC Manual Clauses

B1000T	Condition of Material - Bid	2014-06-26
--------	-----------------------------	------------

### 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 seven (7) 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 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**

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid (2 hard copies) and 1 soft copies on CD, DVD or USB key)  
Section II: Financial Bid (2 hard copies) and 1 soft copies on CD, DVD or USB key)  
Section III: Certifications (1 hard copy) and 1 soft copies on CD, DVD or USB key)  
Section IV: Additional Information (1 hard copy) and 1 soft copies on CD, DVD or USB key)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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 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 1: 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.

### **3.1.1 Equivalent Products**

- 1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - a designates the brand name and model and/or part number and NSCM/NCAGE of the substitute product;
- 2. Products offered as equivalent in form, fit, function and quality will not be considered if:
  - a. the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
  - b. the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. drawing, specifications, engineering reports and/or test reports, a sample of the product offered), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

### **3.1.2 Substitute Products - Replaced Part Numbers from the OEM**

1. Products that are replaced part number (superseded or obsolete) from the OEM must be equivalent in form, fit, function, quality and performance to the original item(s) specified in the bid solicitation and will be considered where the bidder provides upon request of the Contracting Authority:
  - a) proof by submitting a copy of a Certificate of Conformity from the Original Equipment Manufacturer (OEM) providing justification/explanation that the part numbers are a replacement of the OEM parts specified herein and are equivalent in form, fit, function, quality and performance to the OEM's parts specified herein; or
  - b) all required technical information (as detailed in Part 3, Section I, 1 Equivalent Product) to demonstrate their technical compliance and to confirm form, fit, function, quality and performance of these replaced part numbers.
2. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within three (3) business days (or other delay specified herein) of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6.

The Bidder must submit firm unit prices in "Line Item Detail". Prices should not be indicated in any other section of the bid.

### **Pricing - Multi-Item Bid Solicitation**

Bidders do not have to quote a price for all items identified in the bid solicitation. However, Bidders must quote a price for all items with identical Nato Stock Numbers in order to be evaluated.





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

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

If Annex “X” 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.

### **3.1.4 Exchange Rate Fluctuation Risk Mitigation**

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450 , Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450 , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

## Section IV: Additional Information

Canada requests that bidders submit the following information:

### 3.1.5 Delivery Date

While delivery is requested by **15 May 2018**, the best delivery that could be offered is:

Item 001:	_____	<b>Weeks/Calendar days</b> from the effective date of the contract.
Item 002:	_____	<b>Weeks/Calendar days</b> from the effective date of the contract.
Item 003:	_____	<b>Weeks/Calendar days</b> from the effective date of the contract.
Item 004:	_____	<b>Weeks/Calendar days</b> from the effective date of the contract.

## **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**

###### **4.1.1.1 Mandatory Technical Evaluation Criteria - Part Number and NSCM/CAGE**

Bidders must indicate the Part Number and the NSCM/CAGE they are offering.

###### **4.1.1.2 Mandatory Technical Evaluation Criteria - Equivalent and Substitute Products**

Bidders proposing an Equivalent or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCM/CAGE they are offering.

##### **4.1.2. Financial Evaluation**

###### **4.1.2.1 Mandatory Financial Evaluation Criteria**

**4.1.2.1.1** The price of the bid must be in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and applicable Taxes extra.

Bidders must quote a price for all destinations with the same Nato Stock Number.

**4.1.2.1.2** Financial bids must not contain conditional pricing.

#### **4.2 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis per NATO Stock Number (NSN) will be recommended for award of a contract.

## PART 5

### CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

#### 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

##### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

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

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

##### 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and

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

### **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 (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### **5.2.3 Additional Certifications Precedent to Contract Award**

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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

#### **5.2.3.1 General Environmental Criteria Certification**

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

---

**Bidders' Authorized Representative Signature**

---

**Date**

or

- B)** The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

<b>Green Practices within the Bidders' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

---

**Bidders' Authorized Representative Signature**

---

**Date**

### **5.2.3.2 Substitute and Equivalent Products Conformance Certification**

The Bidder certifies that all Equivalent Products and Substitute Products proposed conform to the requirement detailed under the “Line Item Detail”.

This certification does not relieve the bid from meeting the requirement detailed in Part 3, Section I, Substitute Products.

---

**Bidder's authorized representative Signature**

---

**Date**

## **PART 6**

### **RESULTING CONTRACT CLAUSES**

#### **6.1 Security Requirement**

There is no security requirement applicable to this contract.

#### **6.2 Requirement**

The Contractor must provide the items detailed under the “Line Item Detail”.

#### **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**

The Contractor must make the delivery as follows:

Item 001: must be delivered on or before (inserted at contract award)  
Item 002: must be delivered on or before \_\_\_\_  
Item 003: must be delivered on or before \_\_\_\_  
Item 004: must be delivered on or before \_\_\_\_

#### **6.5. Authorities**

##### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Christine Modérie  
Title: Supply Specialist  
Organization: Public Works and Government Services Canada - Acquisitions Branch  
LEFT Directorate, HP Division,  
7A2, Place du Portage, Phase III  
11 Laurier Street  
Gatineau Quebec K1A 0S5  
Telephone: 873 469-3327 / Fax: 819 953-2953



E-mail: christine.moderie@pwgsc-tpsgc.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: (inserted at contract award)

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

#### **6.5.3 Technical Authority**

The Technical Authority for the Contract is: (inserted at contract award)

The Technical Authority named above 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**

Name and telephone number of the person responsible for:

**To be completed by the bidder**

#### **General enquiries**

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

Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_

## Delivery follow-up

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

Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment -Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in "Line Item Detail".

All firm unit prices in Canadian dollars must be Delivery Duty Paid (DDP) at destination, Incoterms 2000, including Canadian Custom Duties and Excise taxes where applicable, 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.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable). (if applicable)

### 6.6.2 Electronic Payment of Invoices – Contract (if applicable)

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);

- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### 6.6.3 SACC Manual Clauses

C2000C	Taxes - Foreign-based Contractor	2007-11-30
H1001C	Multiple Payments	2008-05-12
C3015C	Exchange rate fluctuation adjustment	2017-08-17 (if applicable)

## 6.7 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.

### Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the consignee for certification and payment;
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) One (1) copy must be forwarded to the following address:

Department of National Defence  
National Defence Headquarters  
Mgen. George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Attention: (inserted at contract award)

## 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.

## 6.9 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 wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (c) Line Item Detail;
- (d) the Contractor's bid dated \_\_\_\_\_

## 6.11 SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
B4042C	Identification Markings	2008-05-12
B7500C	Excess Goods	2006-06-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2017-08-17
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2017-08-17
D5510C	Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor	2017-08-17
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16
D5604C	Release Documents (DND) - Foreign-based Contractor	2008-12-12
D5605C	Release Documents - US based Contractors	2010-01-11
D5606C	Release Documents - Canadian-based Contractors	2012-07-16
D6009C	Shipping Instructions - Delivery and Destination Schedules Unknown	2013-04-25
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2016-01-28

## **6.12 Asbestos**

The contractor shall not use asbestos in the equipment unless no feasible alternative is available, in which case rationale shall be provided. Any parts containing asbestos shall be properly labelled, and the part number and location be explicitly identified in technical documentations.

## **6.13 Packaging Requirement using Specification D-LM-008-036/SF-000**

The Contractor must prepare all 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 all items in quantities of one (1) by package.

*or*

## **6.13 Preparation for Delivery - United States-based Contractor**

1. Preservation and packaging for all items must be in accordance with the current issue of United States (U.S.) Department of Defense Military Standard MIL-STD-2073 and must be marked to MIL-STD-129.
2. Packaging data forms previously approved by U.S. authorities are acceptable.
3. Approved coded packaging data is shown immediately below the description of the item to which it applies. Where no data is shown, the Contractor must submit a packaging data form for approval.

## **6.14 Additional Package Markings - Identical**

1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided:
  - (a) manufacturer's name;
  - (b) drawing number; and
  - (c) date of manufacture.
2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

## **6.15 Condition of Material - Contract**

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue

of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

#### **6.16 Shipping Instructions - DDP Destination**

Goods must be consigned and delivered to the destination specified in the contract:  
Incoterms 2000 "DDP Delivered Duty Paid" Halifax, NS and Victoria, BC.

#### **6.17 Release Documents - Distribution**

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

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

National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2

Attention: (inserted at contract award)

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

DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A 0K2

E-mail: [ContractAdmin.DQA@forces.gc.ca](mailto:ContractAdmin.DQA@forces.gc.ca).

## **ANNEX “A”**

**to**

### **PART 3 OF THE BID SOLICITATION**

#### **ELECTRONIC PAYMENT INSTRUMENTS**

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

- ☐ ( ) VISA Acquisition Card;
- ☐ ( ) MasterCard Acquisition Card;
- ☐ ( ) Direct Deposit (Domestic and International);
- ☐ ( ) Electronic Data Interchange (EDI);
- ☐ ( ) Wire Transfer (International Only);
- ☐ ( ) Large Value Transfer System (LVTS) (Over \$25M)