



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada  
See herein for bid submission  
instructions/  
Voir la présente pour les  
instructions sur la présentation  
d'une soumission  
NA  
Ontario

**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> Electronical Repair Kits	
<b>Solicitation No. - N° de l'invitation</b> W3474-202019/A	<b>Date</b> 2020-07-07
<b>Client Reference No. - N° de référence du client</b> W3474-202019	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-011-7950	
<b>File No. - N° de dossier</b> TOR-0-43021 (011)	<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 2020-07-24</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> Chui, Stanley	<b>Buyer Id - Id de l'acheteur</b> tor011
<b>Telephone No. - N° de téléphone</b> (416) 949-5388 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE AEROSPACE AND TELECOM ENGINEERING SUPPORT SQUADRON 8 WING / CFB TRENTON ASTRA Ontario K0K3W0 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**  
Public Works and Government Services Canada  
Ontario Region  
10th Floor, 4900 Yonge Street  
Toronto  
Ontario  
M2N 6A6

<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>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### **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 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

## 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](#) (2020-05-28) 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: 60 days

Insert: 90 days

#### 2.1.1 No Substitute

SACC *Manual* clause [B4024T](#) (2018-12-30), No Substitute Products

### 2.2 Submission of Bids

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

#### PWGSC Ontario Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.oreceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.oreceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

### 2.3 Enquiries - Bid Solicitation

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

## 2.4 Applicable Laws

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

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

## 2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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

### **3.1 Bid Preparation Instructions**

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications

Bids transmitted by facsimile or hardcopy will not be accepted.

#### **3.1.1 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 "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.1.2 Exchange Rate Fluctuation**

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

#### **3.1.3 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**

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

#### **4.1.1 Technical Evaluation**

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

See Annex D

#### **4.1.2 Financial Evaluation**

1. Bidders must submit pricing in accordance with Annex B, Basis of Payment, with their bid at bid closing;
2. The price used in the evaluation will be the Extended Price (C) calculated by multiplying Quantity (A) by Firm Unit Price (B) at Annex B, Basis of Payment;
3. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

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

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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## **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](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

### **5.2 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 property agreement of 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 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) 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.

## **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 the "Requirement" at Annex A.

### **6.3 Standard Clauses and Conditions**

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<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](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from date of Contract Award to December 31, 2020 inclusive.

#### **6.4.2 Delivery Date**

All the firm deliverables must be received on or before October 31, 2020.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Stanley Chui  
Title: Supply Officer Trainee  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario  
Address: 10th Floor-4900 Yonge Street Toronto, Ontario M2N 6A6

E-mail address: [Stanley.Chui@tpsgc-pwgsc.gc.ca](mailto:Stanley.Chui@tpsgc-pwgsc.gc.ca)  
Phone: 416-949-5388

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.

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## 6.5.2 Project Authority

The Project Authority for the Contract is: *(will be inserted 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.

## 6.5.3 Contractor's Representative *(to be completed by the bidder)*

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

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

## 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, as specified in Annex B for a cost of \$ \_\_\_\_\_. Customs duties are included and Applicable Taxes are extra.

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

### 6.6.2 Single Payment

SACC Manual clause [H1000C](#) (2008-05-12), Single Payment.

### 6.6.3 Electronic Payment of Invoices – Contract

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

- a. 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)

## 6.7 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 following address for certification and payment:

Department of National Defense  
Aerospace and Telecom Engineering Support Squadron  
8 Wing/CFB Trenton  
Astra, ON K0K 3W0
  - 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 \_\_\_\_\_ (*insert the name of the province or territory as specified by the Bidder in its bid, if applicable*).

## 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](#) (2020-05-28);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_

## 6.11 Insurance - No Specific Requirement

SACC Clause [G1005C](#) (2016-01-28) Insurance – No specific requirement

## 6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

## 6.13 SACC Manual Clauses

SACC Manual clause [B4024T](#) (2018-12-30), No Substitute Products

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## **ANNEX A**

### **REQUIREMENT**

#### **1. Background**

The Department of National Defense (DND), Canadian Forces Base (CFB Trenton), Trenton, Ontario Canada requires four (4) "CE-16-02600-00-REPAIR-KIT" made by TE Connectivity / Raychem to build tool kits for repair and maintenance of the CC295 Search and Rescue aircraft.

#### **2. Firm Requirement**

The Contractor must deliver 4 x "CE-16-02600-00-REPAIR-KIT" made by TE Connectivity / Raychem to CFB Trenton.

#### **3. Delivery**

All the firm deliverables must be delivered to the following address:

Canadian Forces Base Trenton  
Aerospace and Telecom Engineering Support Squadron  
8 Wing  
Astra, ON K0K 3W0

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## ANNEX B

### BASIS OF PAYMENT

Contractor must provide firm, all-inclusive prices for the supply and delivery of all Repair Kits. F.O.B destination including all delivery charges, Canadian Customs Duties and excise taxes included as applicable and Harmonized Sales Tax (HST) is to be shown separately, if applicable. The firm prices stated in Annex "B" are firm for the period of the contract.

		<i>A</i>	<i>B</i>	<i>C = (A x B)</i>
#	Description	Quantity	Firm Unit Price	Extended Price
1	CE-16-02600-00-REPAIR-KIT made by TE Connectivity / Raychem, as per Annex 'A' – Requirement.	4	\$	\$

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## **ANNEX C**

### **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)

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## ANNEX D

### MANDATORY EVALUATION CRITERIA

Bidders must demonstrate that they meet each mandatory technical criteria by providing a response to each of the mandatory technical criteria. Bidders must provide evidence including, but not limited to, specifications, brochures, or documented data to show their repair kits meets each of the mandatory technical criteria. Simply stating that all of the mandatory criteria are met is not sufficient. Failure to meet any of the mandatory criteria will render the bid non-responsive and it will be given no further consideration.

The repair kit must meet the following criteria:

#	MANDATORY TECHNICAL CRITERIA	PAGE # IN BID CORRESPONDING TO CRITERIA
M1	The repair kit must be the "CE-16-02600-00-REPAIR-KIT" made by TE Connectivity / Raychem	