



**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**

This contract contains a security requirement

<b>Title - Sujet</b> Magnetic Particle Benches	
<b>Solicitation No. - N° de l'invitation</b> W3474-211542/A	<b>Date</b> 2020-11-03
<b>Client Reference No. - N° de référence du client</b> W3474-21-1542	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-945-8172	
<b>File No. - N° de dossier</b> KIN-0-54045 (945)	<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> Eastern Standard Time EST <b>on - le 2020-12-04</b> Heure Normale du l'Est HNE	
<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> Gillis, Melanie	<b>Buyer Id - Id de l'acheteur</b> kin945
<b>Telephone No. - N° de téléphone</b> (613) 328-2654 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Aerospace and Telecommunication Engineering Support Squadron 8 Wing / CFB Trenton Astra, ON K0K 3W0	

**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 / Travaux publics et  
services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Delivery Required - Livraison exigée</b> See Herein – Voir ci-inclus	<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>

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>2</b>
1.1 SECURITY REQUIREMENTS .....	2
1.2 STATEMENT OF REQUIREMENT .....	2
1.3 DEBRIEFINGS .....	2
1.4 EPOST CONNECT SERVICE .....	2
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>2</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	2
2.2 SUBMISSION OF BIDS.....	3
2.3 ENQUIRIES - BID SOLICITATION.....	3
2.4 APPLICABLE LAWS.....	3
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	4
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>4</b>
3.1 BID PREPARATION INSTRUCTIONS .....	4
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>5</b>
4.1 EVALUATION PROCEDURES.....	5
4.2 BASIS OF SELECTION.....	6
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>6</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	6
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	6
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>7</b>
6.1 SECURITY REQUIREMENTS .....	7
6.2 STATEMENT OF REQUIREMENT .....	7
6.3 STANDARD CLAUSES AND CONDITIONS.....	7
6.4 TERM OF CONTRACT .....	7
6.5 AUTHORITIES .....	8
6.6 PAYMENT .....	9
6.7 INVOICING INSTRUCTIONS .....	9
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	9
6.9 APPLICABLE LAWS.....	10
6.10 PRIORITY OF DOCUMENTS .....	10
6.11 DISPUTE RESOLUTION.....	10
6.12 INSURANCE .....	10
6.13 SHIPMENT OF GOODS.....	10
6.14 SACC MANUAL CLAUSES .....	11
6.15 INSPECTION AND ACCEPTANCE.....	11
<b>ANNEX "A" - STATEMENT OF REQUIREMENT .....</b>	<b>12</b>
<b>ANNEX "B" - BASIS OF PAYMENT .....</b>	<b>15</b>
<b>ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST.....</b>	<b>16</b>
<b>ANNEX "D" - MANDATORY TECHNICAL CRITERIA.....</b>	<b>20</b>
<b>ANNEX "E" TO PART 3 OF THE BID SOLICITATION ELECTRONIC PAYMENT INSTRUMENTS.....</b>	<b>22</b>

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

1. At the date of bid closing, the following conditions must be met:
  - (a) the Bidder must hold a valid organization security clearance as indicated in Part 6 - Resulting Contract Clauses;
  - (b) the Bidder's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicated in Part 6 - Resulting Contract Clauses;
  - (c) the Bidder must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
2. For additional information on security requirements, Bidders should refer to the [Contract Security Program of Public Works and Government Services Canada](http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html>) website.

### **1.2 Statement of Requirement**

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

### **1.3 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.

### **1.4 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

## 2.2 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.

**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.

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 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

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid 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

#### 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.

##### 3.1.1 Electronic Payment of Invoices – Bid

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

If Annex "E" 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

#### 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.

#### **4.1.1 Technical Evaluation**

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

The bid must meet the mandatory technical criteria specified in Annex A and Annex D. Bidders must provide the necessary documentation to support compliance with this requirement.

Bids that fail to meet the mandatory technical criteria will be declared nonresponsive. Each mandatory technical criterion should be addressed separately.

Bidders must propose products meeting all mandatory technical specifications and components outlined in Annex A and Annex D.

To demonstrate that your products meet all mandatory technical specifications and components mentioned in Annex A and Annex D, Bidders must submit with their bid, proofs of compliance. "Proof of Compliance" is defined as an unaltered document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software.

Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate references to Web sites to find additional information, or technical manuals or brochures not submitted with the bid.

The document must provide detailed information on each performance requirement and/or specification.

#### **Instruction to Bidders**

- 1) In the second-last column of the table found in Annex D, bidders must indicate the specifications and components offered.
- 2) In the last column of the table found in Annex D, bidders must indicate where in their technical documents the information on the specifications and components offered can be located.
- 3) The table titled Annex D - Mandatory Technical Criteria must be included in your bid and duly completed.

#### **4.1.2 Financial Evaluation**

1. Only bidders meeting the mandatory criteria in Annex D will have a financial evaluation completed.
2. Evaluation will be based on the unit price multiplied by the quantity for the extended price. The sum of the extended price will be the evaluated price.
3. SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

## 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.

## 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 website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#\)](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** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Contract.

1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC.
3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex C;
  - b) *Industrial Security Manual* (Latest Edition).

### **6.2 Statement of 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**

Solicitation No. - N° de l'invitation  
W3474-211542/A  
Client Ref. No. - N° de réf. du client  
W3474-211542

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54045

Buyer ID - Id de l'acheteur  
KIN945  
CCC No./N° CCC - FMS No./N° VME

The period of the Contract is from date of contact to 2 months after final delivery and acceptance inclusive

#### **6.4.2 Delivery Date**

All the deliverables must be received as per delivery schedule detailed in Annex A 4.1

#### **6.4.3 Delivery Points**

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

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Melanie Gillis  
Title: Supply Specialist  
Public Services and Procurement Canada  
Kingston Acquisitions Branch  
Address: 86 Clarence Street  
Kingston, ON K7L 1X3

Telephone: 613-328-2654  
E-mail address: [Melanie.Gillis2@pwgsc-tpsgc.gc.ca](mailto:Melanie.Gillis2@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 Project Authority**

The Project Authority for the Contract is:

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 [Note to bidders: Please fill out required information]**

Solicitation No. - N° de l'invitation  
W3474-211542/A  
Client Ref. No. - N° de réf. du client  
W3474-211542

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54045

Buyer ID - Id de l'acheteur  
KIN945  
CCC No./N° CCC - FMS No./N° VME

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

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

Procurement Business Number: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a *firm price, as specified in Annex B for a cost of \$ \_\_\_\_\_ (insert the amount 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 Multiple Payments

H1001C (2008-05-12) Multiple Payments

### 6.6.3 Electronic Payment of Invoices – Contract [Note to bidders: Canada will insert or delete text, as per the Offer Annex E, at time of issuance]

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 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 \_\_\_\_\_ (*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 \(2020-05-28\)](#), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Security Requirements Check List;
- (f) Annex D, Mandatory Technical Criteria;
- (g) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*)

### 6.11 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](#)".

### 6.12 Insurance

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

### 6.13 Shipment of Goods

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

Solicitation No. - N° de l'invitation  
W3474-211542/A  
Client Ref. No. - N° de réf. du client  
W3474-211542

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54045

Buyer ID - Id de l'acheteur  
KIN945  
CCC No./N° CCC - FMS No./N° VME

---

Incoterms 2000 Delivered Duty Paid (DDP) for shipments from a commercial contractor.

#### **6.14 SACC Manual Clauses**

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

#### **6.15 Inspection and Acceptance**

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## ANNEX "A" - STATEMENT OF REQUIREMENT

### 1.0 Requirement

The Royal Canadian Air Force (RCAF) has a requirement for purchase and delivery of ten (10) magnetic particle wet benches to conduct nondestructive testing magnetic particle inspections.

### 2.0 Specifications

The mandatory technical specifications and components listed below are the minimum requirements and do not constitute an exhaustive list.

Any technical specifications and components required for operation of the equipment and not described below are an integral part of this requirement and their cost is included in the firm lot price for the magnetic particle wet benches

Each magnetic particle wet bench must meet the minimum specifications as outlined below:

- (a) Three phase, full wave direct current (FWDC) rectification up to 6,000 amperes with selectable A/C waveform mode with up to 2,500 amps.
- (b) Contact and coil output modes including independently selectable output dials and ammeter display for circular and longitudinal field strengths
- (c) Five cable wraps on coil
- (d) Current (amperage) "on" safety indicator light
- (e) Quick break feature
- (f) Demagnetization capability
- (g) 600 (575) Volts operating voltage and 60 Hz operating frequency
- (h) A maximum test part length of 54 inches, maximum test part diameter of 18 inches, and a maximum test part weight of 300 lbs
- (i) Foot switch activated pneumatic tail stock or headstock
- (j) Ratcheting coil crank handle or hand moved coil
- (k) An external pump
- (l) Shot activating push bar
- (m) Hand held wet magnetic media applicator with ergonomic trigger
- (n) Stainless steel particle tank
- (o) Hard wood grills
- (p) Flexible copper contact plates
- (q) Maximum overall size of machine footprint is 8 feet x 5 feet (2.44 meters X 1.52 meters)
- (r) LED UV light with inspection enclosure hood
- (s) Operator selectable single or double mag shot
- (t) Operator adjustable mag shot time
- (u) Machine repeatability down to 100 amps
- (v) Mag amperage settable
- (w) Programmable Logic Controller
- (x) Equipment must meet or exceed current CSA standards at time of delivery

### 3.0 Documentation

3.1 The following documents, in printed or electronic format for each magnetic particle wet bench must be provided in French and English with the delivery of each magnetic particle wet bench:

- a) User manual, including all the applicable safety procedures;
- b) Service and maintenance manual;
- c) Troubleshooting document (if applicable); and

d) Technical support contact details.

3.2 A certificate of conformity for each magnetic particle wet bench to include the following information:

- a) Company Name
- b) Company Accreditation
- c) Technician stamp
- d) Technician qualification
- e) Reference the work is made in accordance with;
  - 3.2.e.1 Specifications
  - 3.2.e.2 References
  - 3.2.e.3 CFTO's
  - 3.2.e.4 Drawings Number and revision
  - 3.2.e.5 Standards or Trade Code,)
- f) Inspection level
- g) Inspection standard
- h) Inspector stamp and description ( i.e weld can be NDT by X-ray or visual or LPI etc.,)

**4.0 Delivery**

4.1 Delivery

1. Phased Delivery, with deliveries to be prioritized by TA.

- a. 2 units – within 10 weeks from date of award,
- b. 2 units – within 12 weeks from date of award,
- c. 2 units – within 14 weeks from date of award,
- d. 2 units – within 16 weeks from date of award, and
- e. 2 units – within 18 weeks from date of award.

4.2 Start-up materials, including any additives and other items needed to be added prior to initial start-up of the equipment

4.3 Delivery Quantities and Locations

<b>Delivery Address</b>	<b>Quantity</b>
NDT Section c/o 19 AMS 171 Heritage Blvd Bldg 171 Comox, BC V9M 4C6	<b>1</b>
NDT Section c/o 1 AMS H0002 Annex A Hangar Lane Rd CFB Cold Lake Cold Lake, AB T9M 2C6	<b>1</b>
NDT Section c/o 435 Sqn 715 Wihuri Rd Winnipeg, MB R3J 375	<b>1</b>

Solicitation No. - N° de l'invitation  
W3474-211542/A  
Client Ref. No. - N° de réf. du client  
W3474-211542

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54045

Buyer ID - Id de l'acheteur  
KIN945  
CCC No./N° CCC - FMS No./N° VME

<b>Delivery Address</b>	<b>Quantity</b>
NDT LCMM c/o ATESS CFB Trenton 35 Westwin Ave Trenton, ON K0K 3W0	<b>4</b>
NDT Section c/o 3 AMS 216 Rue Windsor Alouette, QC G0V 1A0	<b>1</b>
NDT Section c/o 14 AMS 31 Maintenance Way Bldg 214 Greenwood, NS B0P 1N0	<b>1</b>
NDT Section c/o 12 AMS 433 Magnificent Ave S Hgr 344 Door NDT 181 Shearwater, NS B0J 3A0	<b>1</b>

Solicitation No. - N° de l'invitation  
W3474-211542/A  
Client Ref. No. - N° de réf. du client  
W3474-211542

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54045

Buyer ID - Id de l'acheteur  
KIN945  
CCC No./N° CCC - FMS No./N° VME

### ANNEX "B" - BASIS OF PAYMENT

Firm unit prices in Canadian funds including Canadian customs duties, excise taxes, and F.O.B destination. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be shown separately, if applicable.

Item #	Description	Quantity (each)	Firm Unit Price	Firm Extended Price
1	Magnetic Particle Wet Benches	10	\$	\$
2	Delivery as per Annex A. 4.2 Locations			
2.a	Comox, BC	1	\$	\$
2.b	Cold Lake, AB	1	\$	\$
2.c	Winnipeg, MB	1	\$	\$
2.d	Trenton, ON	4	\$	\$
2.e	Alouette, QC	1	\$	\$
2.f	Greenwood, NS	1	\$	\$
2.g	Shearwater, NS	1	\$	\$

Total Evaluated Cost \$ \_\_\_\_\_

Solicitation No. - N° de l'invitation  
W3474-211542/A  
Client Ref. No. - N° de réf. du client  
W3474-211542

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54045

Buyer ID - Id de l'acheteur  
KIN945  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST**

*(see attached)*



Contract Number / Numéro du contrat W3474-211542
Security Classification / Classification de sécurité UNCLAS

**PART A (continued) / PARTIE A (suite)**

8. Will the supplier require access to PROTECTED and/or CLASSIFIED COMSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes  
If Yes, indicate the level of sensitivity;  
Dans l'affirmative, indiquer le niveau de sensibilité:

9. Will the supplier require access to extremely sensitive INFOSEC information or assets?  
Le fournisseur aura-t-il accès à des renseignements ou à des biens INFOSEC de nature extrêmement délicate?  No  Yes

Short Title(s) of material / Titre(s) abrégé(s) du matériel:  
Document Number / Numéro du document:

**PART B - PERSONNEL (SUPPLIER) / PARTIE B - PERSONNEL (FOURNISSEUR)**

10. a) Personnel security screening level required / Niveau de contrôle de la sécurité du personnel requis

- |   |   |   |  |
|---|---|---|--|
| <input checked="" type="checkbox"/> RELIABILITY STATUS<br>COTE DE FIABILITÉ | <input type="checkbox"/> CONFIDENTIAL<br>CONFIDENTIEL           | <input type="checkbox"/> SECRET<br>SECRET           | <input type="checkbox"/> TOP SECRET<br>TRÈS SECRET               |
| <input type="checkbox"/> TOP SECRET - SIGINT<br>TRÈS SECRET - SIGINT        | <input type="checkbox"/> NATO CONFIDENTIAL<br>NATO CONFIDENTIEL | <input type="checkbox"/> NATO SECRET<br>NATO SECRET | <input type="checkbox"/> COSMIC TOP SECRET<br>COSMIC TRÈS SECRET |
| <input type="checkbox"/> SITE ACCESS<br>ACCÈS AUX EMPLACEMENTS              |   |   |  |

Special comments:  
Commentaires spéciaux:

NOTE: If multiple levels of screening are identified, a Security Classification Guide must be provided.  
REMARQUE: Si plusieurs niveaux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit être fourni.

10. b) May unscreened personnel be used for portions of the work?  
Du personnel sans autorisation sécuritaire peut-il se voir confier des parties du travail?  No  Yes  
If Yes, will unscreened personnel be escorted?  
Dans l'affirmative, le personnel en question sera-t-il escorté?  No  Yes

**PART C - SAFEGUARDS (SUPPLIER) / PARTIE C - MESURES DE PROTECTION (FOURNISSEUR)**

**INFORMATION / ASSETS / RENSEIGNEMENTS / BIENS**

11. a) Will the supplier be required to receive and store PROTECTED and/or CLASSIFIED information or assets on its site or premises?  
Le fournisseur sera-t-il tenu de recevoir et d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes

11. b) Will the supplier be required to safeguard COMSEC information or assets?  
Le fournisseur sera-t-il tenu de protéger des renseignements ou des biens COMSEC?  No  Yes

**PRODUCTION**

11. c) Will the production (manufacture, and/or repair and/or modification) of PROTECTED and/or CLASSIFIED material or equipment occur at the supplier's site or premises?  
Les installations du fournisseur serviront-elles à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGÉ et/ou CLASSIFIÉ?  No  Yes

**INFORMATION TECHNOLOGY (IT) MEDIA / SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)**

11. d) Will the supplier be required to use its IT systems to electronically process, produce or store PROTECTED and/or CLASSIFIED information or data?  
Le fournisseur sera-t-il tenu d'utiliser ses propres systèmes informatiques pour traiter, produire ou stocker électroniquement des renseignements ou des données PROTÉGÉS et/ou CLASSIFIÉS?  No  Yes

11. e) Will there be an electronic link between the supplier's IT systems and the government department or agency?  
Disposera-t-on d'un lien électronique entre le système informatique du fournisseur et celui du ministère ou de l'agence gouvernementale?  No  Yes

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLAS
--





Contract Number / Numéro du contrat W3474-211542
Security Classification / Classification de sécurité UNCLAS

**PART C - (continued) / PARTIE C - (suite)**

For users completing the form **manually** use the summary chart below to indicate the category(ies) and level(s) of safeguarding required at the supplier's site(s) or premises.  
Les utilisateurs qui remplissent le formulaire **manuellement** doivent utiliser le tableau récapitulatif ci-dessous pour indiquer, pour chaque catégorie, les niveaux de sauvegarde requis aux installations du fournisseur.

For users completing the form **online** (via the Internet), the summary chart is automatically populated by your responses to previous questions.  
Dans le cas des utilisateurs qui remplissent le formulaire **en ligne** (par Internet), les réponses aux questions précédentes sont automatiquement saisies dans le tableau récapitulatif.

**SUMMARY CHART / TABLEAU RÉCAPITULATIF**

Category Catégorie	PROTECTED PROTÉGÉ			CLASSIFIED CLASSIFIÉ			NATO				COMSEC						
	A	B	C	CONFIDENTIAL CONFIDENTIEL	SECRET	TOP SECRET TRÈS SECRET	NATO RESTRICTED NATO DIFFUSION RESTREINTE	CONFIDENTIAL CONFIDENTIEL	NATO SECRET	COSMIC TOP SECRET COSMIC TRÈS SECRET	PROTECTED PROTÉGÉ			CONFIDENTIAL	SECRET	TOP SECRET TRÈS SECRET	
											A	B	C				
Information / Assets Renseignements / Biens Production																	
IT Media / Support TI IT Link / Lien électronique																	

12. a) Is the description of the work contained within this SRCL PROTECTED and/or CLASSIFIED?  
La description du travail visé par la présente LVERS est-elle de nature PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification".  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire.**
12. b) Will the documentation attached to this SRCL be PROTECTED and/or CLASSIFIED?  
La documentation associée à la présente LVERS sera-t-elle PROTÉGÉE et/ou CLASSIFIÉE?  No / Non  Yes / Oui
- If Yes, classify this form by annotating the top and bottom in the area entitled "Security Classification" and indicate with attachments (e.g. SECRET with Attachments).  
Dans l'affirmative, classifiez le présent formulaire en indiquant le niveau de sécurité dans la case intitulée « Classification de sécurité » au haut et au bas du formulaire et indiquer qu'il y a des pièces jointes (p. ex. SECRET avec des pièces jointes).**

Solicitation No. - N° de l'invitation  
 W3474-211542/A  
 Client Ref. No. - N° de réf. du client  
 W3474-211542

Amd. No. - N° de la modif.  
 File No. - N° du dossier  
 KIN-0-54045

Buyer ID - Id de l'acheteur  
 KIN945  
 CCC No./N° CCC - FMS No./N° VME



Contract Number / Numéro du contrat <b>W3474-211542</b>
Security Classification / Classification de sécurité UNCLASSIFIED

**PART D - AUTHORIZATION / PARTIE D - AUTORISATION**

13. Organization Project Authority / Chargé de projet de l'organisme

Name (print) - Nom (en lettres moulées) MWO Reuvekamp, M.P.	Title - Titre NDT LCMM	Signature 
Telephone No. - N° de téléphone 613 392-2811 ext. 4920	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel michael.reuvekamp@forces.gc.ca
		Date <b>16 JUN, 2020</b>

14. Organization Security Authority / Responsable de la sécurité de l'organisme

Name (print) - Nom (en lettres moulées) Sasa Medjovic	Title - Titre Senior security analyst	Signature <b>MEDJOVIC SASHA 234</b>
Telephone No. - N° de téléphone 613-996-0286	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel sasa.medjovic@forces.gc.ca
		Date

15. Are there additional instructions (e.g. Security Guide, Security Classification Guide) attached?  
 Des instructions supplémentaires (p. ex. Guide de sécurité, Guide de classification de la sécurité) sont-elles jointes?

No /  Yes  
 Non /  Oui

16. Procurement Officer / Agent d'approvisionnement

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date

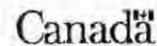
17. Contracting Security Authority / Autorité contractante en matière de sécurité

Name (print) - Nom (en lettres moulées)	Title - Titre	Signature <b>Lecompte, Denis</b>
Telephone No. - N° de téléphone	Facsimile No. - N° de télécopieur	E-mail address - Adresse courriel
		Date -04'00

Denis Lecompte  
 Contract Security Program / Responsable de la sécurité des contrats  
 National Operations Security Bureau / Bureau de la sécurité nationale des opérations  
 National Security Secretariat / Secrétariat de la sécurité nationale  
 Public Services and Procurement Canada / Services publics et air (Approvisionnement)  
 (613) 952-7937  
 Denis.Lecompte@forces.gc.ca

TBS/SCT 350-103(2004/12)

Security Classification / Classification de sécurité UNCLASSIFIED
--



**ANNEX "D" - MANDATORY TECHNICAL CRITERIA**

The bid must meet the mandatory technical criteria specified below. Bidders must provide the necessary documentation to support compliance with this requirement.

Bids that fail to meet the mandatory technical criteria will be declared nonresponsive. Each mandatory technical criterion should be addressed separately.

Bidders must propose products meeting all mandatory technical specifications and components outlined in Annex A 2.1.

To demonstrate that your products meet all mandatory technical specifications and components mentioned in Annex A, Bidders must submit with their bid, proofs of compliance. "Proof of Compliance" is defined as an unaltered document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software.

Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate references to Web sites to find additional information, or technical manuals or brochures not submitted with the bid.

The document must provide detailed information on each performance requirement and/or specification.

**Instruction to Bidders**

- 4) In the second-last column of the following table, bidders must indicate the specifications and components offered.
- 5) In the last column of the following table, bidders must indicate where in their technical documents the information on the specifications and components offered can be located.
- 6) The table titled Mandatory Technical Specifications and Components must be included in your bid and duly completed

<b>Mandatory Technical Specifications and Components</b>		<b>Specifications and Components Offered</b>	<b>Title, Page and/or Line in the Technical Documents</b>
M.1	Three phase, full wave direct current (FWDC) rectification up to 6,000 amperes with selectable A/C waveform mode with up to 2,500 amps.		
M.2	Contact and coil output modes including independently selectable output dials and ammeter display for circular and longitudinal field strengths		
M.3	Five cable wraps on coil		
M.4	Current (amperage) "on" safety indicator light		
M.5	Quick break feature		
M.6	Demagnetization capability		
M.7	600 (575) Volts operating voltage and 60 Hz operating frequency		

Solicitation No. - N° de l'invitation  
W3474-211542/A  
Client Ref. No. - N° de réf. du client  
W3474-211542

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54045

Buyer ID - Id de l'acheteur  
KIN945  
CCC No./N° CCC - FMS No./N° VME

<b>Mandatory Technical Specifications and Components</b>		<b>Specifications and Components Offered</b>	<b>Title, Page and/or Line in the Technical Documents</b>
M.8	A maximum test part length of 54 inches, maximum test part diameter of 18 inches, and a maximum test part weight of 300 lbs		
M.9	Foot switch activated pneumatic tail stock or headstock		
M.10	Ratcheting coil crank handle or hand moved coil		
M.11	An external pump		
M.12	Shot activating push bar		
M.13	Hand held wet magnetic media applicator with ergonomic trigger		
M.14	Stainless steel particle tank		
M.15	Hard wood grills		
M.16	Flexible copper contact plates		
M.17	Maximum overall size of machine footprint is 8 feet x 5 feet (2.44 meters X 1.52 meters)		
M.18	LED UV light with inspection enclosure hood		
M.19	Operator selectable single or double mag shot		
M.20	Operator adjustable mag shot time		
M.21	Machine repeatability down to 100 amps		
M.22	Mag amperage settable		
M.23	Programmable Logic Controller		
M.24	Equipment must meet or exceed current CSA standards at time of delivery		

Solicitation No. - N° de l'invitation  
W3474-211542/A  
Client Ref. No. - N° de réf. du client  
W3474-211542

Amd. No. - N° de la modif.  
File No. - N° du dossier  
KIN-0-54045

Buyer ID - Id de l'acheteur  
KIN945  
CCC No./N° CCC - FMS No./N° VME

---

### **ANNEX “E” to PART 3 OF THE BID SOLICITATION ELECTRONIC PAYMENT INSTRUMENTS**

*As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.*

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)