



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
Pacific Region

## 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

Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<b>Title - Sujet</b> Bomb Bay Trainer Frame	
<b>Solicitation No. - N° de l'invitation</b> W0133-22T016/A	<b>Date</b> 2022-03-17
<b>Client Reference No. - N° de référence du client</b> W0133-22T016	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-223-8357	
<b>File No. - N° de dossier</b> VIC-1-44108 (223)	<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> Pacific Daylight Saving Time PDT <b>on - le 2022-04-20</b> Heure Avancée du Pacifique HAP	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Locke, Kelsey	<b>Buyer Id - Id de l'acheteur</b> vic223
<b>Telephone No. - N° de téléphone</b> (250) 507-2482 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See Herein	

Instructions: See Herein

Instructions: Voir aux présentes

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

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Solicitation No. - N° de l'invitation  
W0133-22T016/A  
Client Ref. No. - N° de réf. du client  
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Amd. No. - N° de la modif.  
000  
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Buyer ID - Id de l'acheteur  
vic223  
CCC No./N° CCC - FMS No./N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There are no security requirements associated with this solicitation.

### **1.2 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."

### **1.5 COVID-19 vaccination requirement**

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

### **1.6 Mandatory Site Visit**

There is a mandatory bidders' site visit associated with this requirement. Consult Part 2 – Bidder Instructions.

## **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 Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RPReceptiondessoumissions-PRBidReceiving.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.

## **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than ten (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 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **ten (10)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **2.5 Applicable Laws**

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

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.

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## 2.6 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.

## 2.7 Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for the site visit to be held at 19 Wing Comox, Lazo BC V0R 2K0 on April 07, 2022. Visitors will present ID at the front 19 Wing main gate (off the intersection of Ryan Road and Military Row). The site visit will begin at 10:00 am at the Military Police building, immediately to the right inside the gate.

This site visit is subject to the COVID-19 Vaccination Policy for Supplier Personnel. The person(s) who attend must be fully vaccinated against COVID-19, or, for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada.

Bidders must communicate with the Contracting Authority no later than **4:00 pm Friday April 01, 2022** by email to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders must also complete and submit a COVID-19 Vaccination Requirement Certification form, specific to the site visit. Certification form will be provided at the time of registration and must be submitted prior to the site visit date.

Bidders who do not confirm attendance, provide the name(s) of the person(s) who will attend, or who do not complete and submit the above certification as required will not be allowed access to the site. Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

## 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.

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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.

**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 “C” 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**

- (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**

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Bidders must meet the complete specifications as supplied in Annex "A". Bidders not meeting the complete specifications will be considered non-responsive and their bid will not be evaluated further.

#### **4.1.2 Financial Evaluation**

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

#### **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 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.

##### **5.1.2 Additional Certifications Required with the Bid**

###### **5.1.2.1 COVID-19 vaccination requirement certification**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

Please refer to Annex "D".

#### **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](#) ([2021-12-02](#)), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

[2010A](#) (2021-12-02), General Conditions - Goods (Medium Complexity) is amended as follows:

32 Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the *Customs Tariff Act* and tariff item No. 9897.00.00 of the *Customs Tariff – Schedule* (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.

2. If a tariff classification determination is made under the *Customs Act* that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the *Customs Tariff – Schedule* as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.

3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:

a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US *Trade Facilitation and Trade Enforcement Act* (TFTEA) of 2015; or

b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.

4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the *Criminal Code* or the *Immigration and Refugee Protection Act*:

*Criminal Code*

- i. section 279.01 (Trafficking in persons);
- ii. section 279.011 (Trafficking of a person under the age of eighteen years);
- iii. subsection 279.02(1) (Material benefit - trafficking);
- iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
- v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
- vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or

*Immigration and Refugee Protection Act*

- vii. section 118 (Trafficking in persons).

5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).

6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:

- i. in the case of a conviction, whether the court acted within its jurisdiction;
- ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
- iii. whether the court's decision was obtained by fraud; or

iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.

7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

### **6.3.2 Supplemental General Conditions**

The following supplemental general conditions apply to and form part of the contract:

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 23 *Default by the Contractor* or 24 *Termination for convenience* of general conditions 2010A (2021-12-02) Goods (medium complexity).

2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.

3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions 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 November 30, 2022 inclusive

### **6.4.2 Delivery Date**

The best delivery that could be offered is \_\_\_\_\_ weeks after receipt of order (BIDDER MUST FILL IN).

**All the deliverables must be completed on or before September 01, 2022.**

### **6.4.3 Delivery Points**

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

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#### 6.4.4 Shipping Instructions

Goods must be consigned to the destination specified in the Contract and Delivered Duty Paid (DDP) Comox, BC, Incoterms 2000 for shipments from a commercial contractor.

All deliveries must occur within normal work hours, Monday through Friday, between 08:00 PST and 16:00 PST, excluding federally observed statutory holidays. The contractor must contact the Project Authority seven (7) days prior to delivery.

#### 6.5 Authorities

##### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kelsey Locke  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch

Telephone: 250-507-2482  
E-mail address: [kelsey.locke@pwgsc-tpsgc.gc.ca](mailto:kelsey.locke@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: *(to be inserted at time of 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

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

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

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Client Ref. No. - N° de réf. du client  
W0133-22T016

Amd. No. - N° de la modif.  
000  
File No. - N° du dossier

Buyer ID - Id de l'acheteur  
vic223  
CCC No./N° CCC - FMS No./N° VME

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

## **6.6 Proactive Disclosure of Contracts with Former Public Servants**

N/A

## **6.7 Payment**

### **6.7.1 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.

### **6.7.2 Limitation of Price**

SACC Manual clause C6000C (*2017-08-17*) Limitation of Price

### **6.7.3 Method of Payment**

H1000C (2008-05-12), Single Payment

### **6.7.4 SACC Manual Clauses**

C2000C (2007-11-30), Taxes – Foreign-based Contractor

### **6.7.5 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)

## **6.8 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.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address below for certification and payment:

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19 Wing Comox PO Box 1000 STN MAIN Comox, BC V0R 2K0 Attn: Bldg 171, Jason Smith

b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.9 Certifications and Additional Information**

### **6.9.1 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.

### **6.10 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*).

### **6.11 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 supplemental general conditions detailed under section 6.3.2;
- (c) the general conditions 2010A (2021-12-02), General conditions: Goods (medium complexity) including the amendments to the general conditions 2010A as detailed under section 6.3.1;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

### **6.12 SACC Manual Clauses**

**B7500C** (2006-06-16), Excess Goods

**G1005C** (2016-01-28), Insurance – No Specific Requirement

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

### **6.13 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.

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- (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](#)".

#### **6.14 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"**

### **REQUIREMENT**

#### **1. SCOPE**

1.1 Purpose: To manufacture a support structure to house the bomb bay of a CP140 to be used as a trainer in order to provide the capability to maintain a complete roster of authorized load crew members.

1.2 Background: 407 Long Range Patrol Squadron, located at 19 Wing Comox on Vancouver Island, requires a dedicated bomb bay trainer to facilitate training for the loading of torpedoes and air droppable survival kits. The squadron is seeing increasing demand for load training sessions to maintain the number of technicians who are trained and proficient. These training sessions require an aircraft to be available on the ground which places a strain on the flying and maintenance schedules. 404 Squadron in Greenwood, NS has a dedicated trainer, pictured in Annex A-1. A unit of similar construction using a fuselage section cut out of a CP140 would remove scheduling conflicts and allow for the required number of fully trained technicians. 407 Squadron obtained the fuselage section and now requires the support structure to raise it to the appropriate height and allow simulated loading to be performed.

#### **2. MANDATORY REQUIREMENTS**

Bidders MUST meet each item below. Failure to meet the mandatory requirements will result in your proposal being deemed non-responsive and it will be given no further consideration in the evaluation process.

Bidders MUST PROVIDE documentation and/or a narrative to demonstrate compliance with the below specifications and cross-reference with the page number of their supplied documentation.

##### **2.1 TRANSPORT**

2.1.1 The final product must be transportable from place of manufacture to 19 Wing Comox, whether as a single assembly or a series of parts to undergo final assembly at 19 Wing Comox.

##### **2.2 TECHNICAL REQUIREMENTS**

2.2.1 The fuselage section will be mounted to the frame in a way that the fuselage section can be removed easily (ie. Not welded to the frame and without requiring the fuselage to be cut up in order to dismantle it) The use of removable fasteners, cradle, *etc.* are acceptable options . The fuselage section may be removed at any time so that the bomb bay doors can be fully opened when required.

2.2.2 The fuselage section must have 51 inches clearance from the ground to its lowest point with the doors closed. Refer to pictures with annotations in Annex "A-1" referencing clearances.



2.2.3 Access to the front and rear must be unrestricted to the full width of the open bomb bay doors, 9 feet, 4 inches. A torpedo trailer must be able to be towed underneath the fuselage section.

2.2.4 The footprint of the frame shall not exceed 5ft beyond the outer most dimensions of the fuselage section, approximately 12 feet wide and 16 feet long (measurements are approximate and not for use in design). The frame must safely support the estimated 5000 lb (2270 kg) weight of the fuselage section, plus an additional 5500 lbs (2500 kg) of installed additional equipment, including up to 600 lbs (273 kg) of equipment which is in motion as it is winched into the bomb bay.

2.2.5 The frame drawings must be sealed by a registered Professional Engineer

2.2.6 The frame must be finished with a product that will minimise corrosion when exposed to the elements and provide resilience to accidental impact of tools and/or aircraft maintenance support equipment.

2.2.7 The frame must be designed such that the only inspection requirement is for visual inspection prior to use.

2.2.8 The trainer assembly must be able to be moved (pushed and pulled) when empty over hangar floors, asphalt and concrete, and must be able to be prevented from moving when in use.

2.2.9 The trainer assembly must be capable of being towed using a pintle hitch using an integral or detachable tow ring by aircraft mule with maximum towing capacity of 50 000 lbs and pushing capacity of 30 000 lbs.

2.2.10 The trainer assembly must be stenciled or marked with the maximum towing speed and weight of the assembly.

2.2.11 Top of the trainer assembly must be made accessible by an integrated ladder and platform. The platform must feature a railing system.

2.2.12 The top platform must be flush with the access panels on the fuselage section floor and allow for their opening (pictured in Annex "A-1").

2.2.13 The platform must support the weight of a minimum of three people or up to 800 lbs.

### **3. FINAL DELIVERABLES**

3.1 The assembled trainer consisting of the complete mounting frame and the existing fuselage section.

3.2 An electronic or physical copy of certified structural design drawings of the frame and a manual containing any assembly, disassembly, maintenance or operating instructions.

### **4. MANDATORY SITE VISIT**

Bidders will be required to visit the site to take measurements of the bomb bay fuselage section in order to determine mounting points and how the support structure is to be configured. Registered attendees will be escorted while in the confines of 19 Wing.

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Please refer to section 2.7 Mandatory site visit of the solicitation for further details.

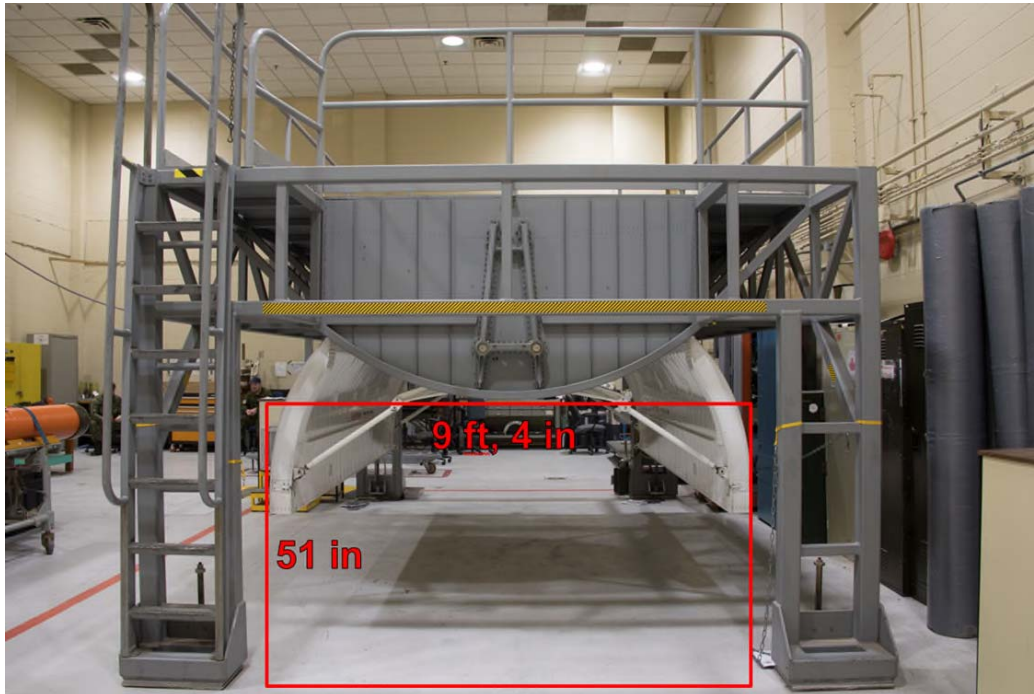
## **5. FINAL ASSEMBLY**

A seven-ton crane, a 4000 lb hangar crane, forklifts and Case loader with fork attachments will be available to assist in the final assembly and installation of the trainer with DND or CAF equipment operators.

### ANNEX "A-1" – PHOTOS OF EXISTING TRAINER (for reference only)

The below photographs show the procedures trainer in Greenwood, NS. The original drawings are not available, however, photographs are provided to aid in the bidding and design process. Please note the trainer specified in the photographs below is not mobile.

**Figure 1:** Rear view showing area required to be free of any supporting structure (projecting through the entire length of the fuselage section) to allow for torpedo trailer to be positioned underneath trainer.



**Figure 2:** Rear and side view



**Figure 3:** Work platform view

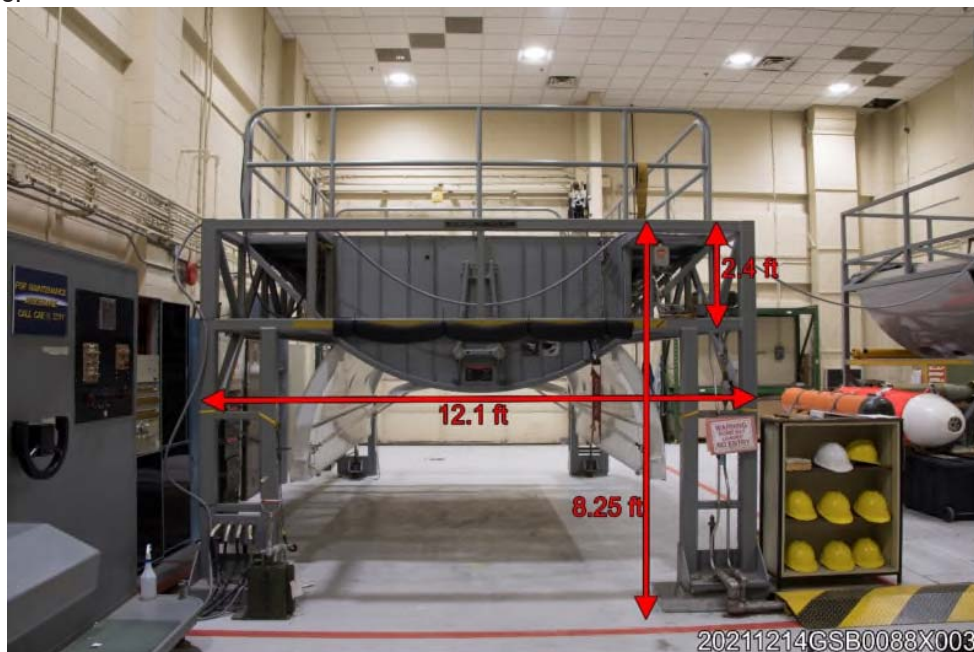




**Figure 4:** Access panel view showing access panels that must be opened during training for emergency procedures



**Figure 5:** Front view. All measurements are approximate and not for use in design. The structure being procured through this requirement does not require passages for hydraulic or electrical lines as shown in this image.



**Figure 6:** Side view. All measurements are approximate and not for use in design.



## ANNEX "B"

### BASIS OF PAYMENT

Bidders must submit their financial bid using the financial evaluation table provided in this Annex.

Pricing offered must be in **Canadian dollars**, Applicable Taxes excluded, Delivered Duty Paid (DDP) to 19 Wing Comox, WSupply, Bldg 171, Lazo BC V0R 2K0, Customs duties and excise taxes included.

Firm unit price shall be inclusive of all direct and indirect expenses incurred in performing the requirement including but not limited to all labour, fringe benefits, overhead, supervision, tools, equipment, materials, parts, manuals, travel time, travel and living expenses, transportation costs, reports, general and administrative costs, profit required to do the work, all related duties and other costs paid by the Supplier such as additional surcharges, and transportation fees. No other charges will be accepted.

Item #	Description	Qty	Unit of Issue	Unit Price	Extended Price
1	One-time all-inclusive price for Fabrication Drawing, bearing the stamp and signature of a qualified Professional Engineer registered in the province of BC.	1	LOT	\$	\$
2	Firm unit price for fabrication and delivery to destination	1	LOT	\$	\$
3	Firm unit price for installation and assembly	1	LOT	\$	\$
Total evaluated bid price					\$
Delivery Address:  Department of National Defence 19 Wing Comox WSupply, Bldg 171 Lazo, BC, V0R 2K0 Canada					

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## **ANNEX "C" 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)



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**ANNEX "D" COVID-19 VACCINE CERTIFICATION CERTIFICATION**

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

I, \_\_\_\_\_ (*first and last name*), as the representative of  
\_\_\_\_\_ (*name of business*) pursuant to  
\_\_\_\_\_ (*insert solicitation number*), warrant and certify that all  
personnel that \_\_\_\_\_ (*name of business*) will provide on the  
resulting Contract who access federal government workplaces where they may come into contact with  
public servants will be:

- (a) fully vaccinated against COVID-19;
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- (c) partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by \_\_\_\_\_ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the \_\_\_\_\_ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: \_\_\_\_\_

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Date: \_\_\_\_\_

*Optional*

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: \_\_\_\_\_

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.