

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

**Public Works and Government Services / Travaux
publics et services gouvernementaux**
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

**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

Title - Sujet TOOL BOX PORTABLE, METAL	
Solicitation No. - N° de l'invitation W0125-13Q732/B	Date 2012-12-10
Client Reference No. - N° de référence du client W0125-3-Q9732	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-615-6009	
File No. - N° de dossier KIN-2-38154 (615)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-03	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Denbeigh, Andrew	
Buyer Id - Id de l'acheteur kin615	
Telephone No. - N° de téléphone (613) 536-4995 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE MSO KINGSTON 470 DISCOVERY DR UNIT 1 KINGSTON Ontario K0K3W0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Public Works and Government Services / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

This bid solicitation cancels and supersedes previous bid solicitation number W0125-13Q732/A dated 2012-09-26 with a closing of 2012-11-07 at 2:00 PM.

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PART 1 - GENERAL INFORMATION**1. Security Requirement**

There is no security requirement associated with the requirement.

2. Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

3. Debriefings

After contract award, 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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2. Submission of Bids

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

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

1.1 Exchange Rate Fluctuation

C3011T (2010-01-11) Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are three (3) or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than three responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

- (a) Bidders must submit with their bid Full Technical Specifications Literature which provides details demonstrating that the Tool Utility Cart meets or exceeds all of the requirements stated in Annex "A" - Requirement.
- (b) In order for Canada to verify compliance, Bidders must cross reference their technical specification literature information for each Mandatory Technical Specification listed in Annex "A" - Requirement. The items not cross referenced in the literature MUST be supported by written narrative.

1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, Delivered Duty Paid (Department of National Defence, Kingston, Ontario), Canadian customs duties and excise taxes included.

The contract will be awarded to the responsive bidder with the lowest evaluated Aggregate Value.

Definition of Aggregate Value: The Aggregate Value is the sum of Pricing Basis "A" and Pricing Basis "B", found in Annex "B" - Basis of Payment.

2. Basis of Selection

- 2.1 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

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

- 1.1.1** By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture:

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

2.2 Canadian Content Certification

2.2.1 SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the offer will result in the goods offered being treated as non-Canadian goods.

The Offeror certifies that:

Solicitation No. - N° de l'invitation

W0125-13Q732/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

kin615

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W0125-3-Q9732

KIN-2-38154

() the goods offered are Canadian goods as defined in paragraph 4 of clause A3050T.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual

(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-11-19), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

The best delivery date that can be offered is _____. *(Please insert date)*

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Andrew Denbeigh
Title: Intern Officer
Public Works and Government Services Canada
Acquisitions Branch
Directorate: Acquisitions Kingston
86 Clarence Street, 2nd Floor
Kingston, Ontario K7L 1X3

Telephone : 613 536-4995
Facsimile: 613 545-8067
E-mail address: andrew.denbeigh@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.

5.2 Technical Authority *(Canada will insert information at time of award)*

The Technical Authority for the Contract is:

Name:

Telephone :

Facsimile:

E-mail address:

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Contractor's Representative *(Please fill in the following information)*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

Procurement Business Number: _____

6. Payment

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 lot price, as specified in Annex B for a cost of \$_____ *(Canada will insert information at time of award)*. Customs duties are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16) Limitation of Price

6.3 Single Payment

SACC Manual clause H1000C (2008-05-12) Single Payment

6.4 Shipping Instructions - FOB Destination and DDP

Incoterms 2000 "DDP Delivered Duty Paid" Department of National Defence, Kingston, Ontario.

7. Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 SACC Manual Clauses

SACC Manual Clause A3060C (2008-05-12) Candian Content Certification

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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) 2010A (2012-11-19) General Conditions - Goods (Medium Complexity);
- (c) Annex "A", Requirement;
- (d) Annex "B", Basis of Payment;
- (e) the Contractor's bid dated _____.

11. Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "B" - Basis of Payment of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before 2013-12-31 by sending a written notice to the Contractor.

ANNEX "A"**REQUIREMENT****HEAVY DUTY, ROUGH TERRAIN, TOOL UTILITY CART****1. INTRODUCTION****1.1 Purpose**

The Department of National Defence (DND) has a requirement for heavy duty, rough terrain, tool utility carts (HDTUCs) for use within the Canadian Forces. This specification is intended to procure commercially available civilian equipment.

The following terminology applies: "Must" indicates a mandatory technical specification.

1.2 Intended Use

The HDTUC's will be used in support of maintenance shops at deployed locations. The HDTUCs will be used by soldiers in training and in operations throughout the year, in a variety of climatic conditions, primarily in temporary shelters.

1.3 Dimensions

The dimensional axis of measure are defined as:

- (a) Width: Width is measured across the working face of the utility cart parallel to level ground from left to right;
- (b) Depth: Depth is measured back from the working face of the utility cart, perpendicular to the working face; and
- (c) Height: Height is measured across the working face of the utility cart from the ground upwards, perpendicular to level ground.

2. EQUIPMENT REQUIREMENTS - MANDATORY TECHNICAL SPECIFICATIONS**2.1 New Parts Only**

The HDTUC must be new and have new parts only. Used, reconditioned, left over or discontinued equipment will not be accepted.

2.2 Size

The HDTUC must:

- (a) Have a minimum width of 200 cm (78 inches) to a maximum width of 280 cm (110 inches);
- (b) Have a minimum depth of 70 cm (27 inches) to a maximum depth of 90 cm (35 inches) including tires;

(c) Have a minimum height of 170 cm (66 inches) to a maximum height of 190 cm (75 inches); and

(d) Have a minimum volume of $1.5 \times 10^6 \text{ cm}^3$ (91,500 inches³)

2.3 Mass

The HDTUC must have a maximum mass of 800 kg (1,765 lbs). There is no minimum mass.

2.4 Capacity

The HDTUC must have a capacity of at minimum 2,500 kg (5,516 lbs). There is no maximum capacity.

2.5 Layout

The HDTUC must have the following layout.

2.5.1 Central cabinet

The central cabinet must have two main sections.

2.5.1.1 Central cabinet – Lower section

The lower section must consist of between 12 and 15 drawers for tool storage. The drawers must be lockable closed.

2.5.1.2 Central cabinet – Upper section

The upper section must consist of a covered workspace, at minimum 12 inches tall. The open workspace shall have a fold up, hide-away cover door.

2.5.2 Lockers

The HDTUC must have two (2) side lockers mounted above the wheels, one locker mounted on each side of the central cabinet. Each locker must:

- (a) Have a door that, opens outwards from the central storage, and locks close to secure the contained equipment
- (b) Have two drawers, each with the same foot print as the locker, at the base of the locker; and
- (c) Have two evenly spaced shelves.

2.6 Colour

The HDTUC must be dark blue in colour.

2.7 Wheels

The HDTUC must have wheels with minimum 20" inflatable tires.

2.8 Pull Handle.

The HDTUC must have a handle to allow for ease of control while pulling the HDTUC.

2.9 Locks

All locks on the HDTUC must be opened using the same key. Minimum two (2) keys must be provided per cart.

ANNEX "B"**BASIS OF PAYMENT****Pricing Instructions:**

Bidders will provide firm, all-inclusive prices (exclusive of GST and HST). G.S.T. or H.S.T., if applicable, is extra to the prices herein and shall be shown on any invoice as a separate item. Customs duties are included, Delivered Duty Paid (Department of National Defence, Kingston, Ontario).

Pricing Basis "A" - Required Goods

Item #	Description	Qty	Firm Unit Price, DDP Kingston ON, GST/HST Extra
001	Heavy Duty Rough Terrain Tool Utility Cart, as per Annex "A" - Requirement	2 each	\$_____/each
	Proposed Model:		

Pricing Basis "B" - Option

Item #	Description	Qty	Firm Unit Price, DDP Kingston ON, GST/HST Extra
002	Heavy Duty Rough Terrain Tool Utility Cart, as per Annex "A" - Requirement	2 each	\$_____/each
	Proposed Model: Must be the same as the model proposed in Pricing Basis "A"		