

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

INVITATION TO TENDER
APPEL D'OFFRES

**Tender 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.

**Soumission 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 et 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
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

| | |
|---|--|
| Title - Sujet Mobile Diesel Generator | |
| Solicitation No. - N° de l'invitation W7702-135565/A | Date 2012-10-30 |
| Client Reference No. - N° de référence du client W7702-135565 | GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-183-9596 |
| File No. - N° de dossier EDM-2-35266 (183) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-12-10 | |
| Time Zone Fuseau horaire Mountain Standard Time MST | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Tikhonovitch, Alex | Buyer Id - Id de l'acheteur edm183 |
| Telephone No. - N° de téléphone (780) 497-3541 () | FAX No. - N° de FAX (780) 497-3510 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Defence R&D Canada Suffield Bldg 560 Receiving Ralston Alberta T0J 2N0 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| 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 |

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

Defence R&D Canada (DRDC), Ralston, Alberta has a requirement for the supply, delivery and offloading of one (1) Mobile Diesel Generator (MDG) as per Annex A and the terms and conditions herein.

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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has 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 provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before 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) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this 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 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is

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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 the province of Alberta.

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 are encouraged to:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or 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 SACC Manual Clauses

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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

Compliant with Annex A, Requirement.

1.2 Financial Evaluation

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

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

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

1.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority 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) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. 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 - Certification 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, or temporary employees having worked 12 weeks or more in Canada;

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- (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, 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.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Contractor must provide items in accordance with 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 (2012-07-16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

The text under Subsection 4 of Section 29 - Code of Conduct and Certifications of 2010A (2012-07-16) General Conditions - Goods (Medium Complexity), referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be received on or before March 31, 2013.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Alex Tikhonovitch
Public Works and Government Services Canada
Acquisitions Branch
Western Region
5th Floor Telus Plaza North
10025 Jasper Avenue
Edmonton, Alberta T5J 1S6

Telephone: (780) 497-3541
Facsimile: (780) 497-3510

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E-mail address: alex.tikhonovitch@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 Project Authority

The Project Authority for the Contract is: **To be determined**

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.

5.3 Contractor's Representative

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

6. Payment

6.1 Basis of Payment - Firm Lot Price

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 - Basis of Payment for a cost of \$_____. 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 Terms of Payment

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

6.4 SACC Manual Clauses

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

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

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.

9. Applicable Laws

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

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 (2012-07-16), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____

11. SACC Manual Clauses

A9006C (2012-07-16), Defence Contract

B7500C (2006-06-16), Excess Goods

G1005C (2008-05-12), Insurance

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ANNEX "A"

REQUIREMENT

Defence R&D Canada (DRDC), Ralston, Alberta has a requirement for the supply, delivery and offloading of one (1) Mobile Diesel Generator (MDG) as per Annex A and the terms and conditions herein.

Delivery is mandatory to be completed no later than March 31, 2013.

Please indicate below:

Meet Delivery Requirement _____

or

Unable to Meet Delivery Requirement _____

Minimum Performance Specifications:

To be considered responsive an offer must clearly indicate compliance or noncompliance with each article below by inserting "Yes" or "No" under the "Comply" Column.

To demonstrate compliance, Bidders must also include and appropriately cross reference published technical information that confirms compliance with each mandatory criterion specified herein (unless stipulated as "not applicable for this item").

If published technical documentation does not exist for a specific requirement, then a written narrative explaining how the product offered meets the specification must be included with the Proposal. Failure to comply with any of the mandatory technical requirements will disqualify the bid from further consideration.

To ensure compliance is clear, the bidder must utilize a numbering system that corresponds to the numbering system below. An example of an acceptable system would be to indicate the specification reference number on a Tab stuck to the appropriate page of the technical documentation. The appropriate article of the technical documentation that demonstrates compliance should then be highlighted or underlined.

| Item | Technical Requirement | Comply (Bidder shall indicate Yes or No) | Supporting Information (Bidder shall indicate cross-reference) | Comments (For use by Evaluation Team Only) |
|----------------------------------|---|---|--|---|
| Generator Specifications: | | | | |
| 1 | 75 – 85 KVA output; | | | |
| 2 | Electrical power panel; | | | |
| 3 | Skid and vibration isolators; | | | |
| 4 | Main line circuit breaker; | | | |
| 5 | Microprocessor controller with emergency stop switch; | | | |
| 6 | Externally mounted emergency stop; | | | |
| 7 | Lockable generator output voltage selector; | | | |
| 8 | Switch wired for 277/480 V 3 phase, 120/280 v 3 phase; | | | |
| 9 | Generator set and trailer operation instructions; | | | |

| Item | Technical Requirement | Comply (Bidder shall indicate Yes or No) | Supporting Information (Bidder shall indicate cross-reference) | Comments (For use by Evaluation Team Only) |
|--|--|---|--|---|
| Additional Distribution Specifications: | | | | |
| 10 | Wiring from selector switch to 1-100 amp 277/480 V 3 phase mounted breaker with output to a 277/480 V 3 phase 5 wire receptacle (HBL5100R7W); | | | |
| 11 | Wiring from selector switch to 2-100 amp 120/208 V 3 phase mounted breaker. Output of one 100A breaker to provide power to a mounted 3 phase 5 wire 100A receptacle (HBL5100R9W) and output of the second 100A breaker to power one externally mounted weather proof 3 phase 100A 24 circuit electrical power panel; | | | |
| 12 | Externally mounted weather proof 3 phase 100A 24 circuit electrical power panel must include installation of 2 - 20 amp weather proof duplex receptacles (GF5362A or equivalent) connected c/w weather proof box and cover, and installation of 2 - 30 amp single phase twist-loc receptacles (HBL2710 or equivalent) connected c/w weather proof box and cover; | | | |
| 13 | Ground lug accessible from outside of unit enclosure; | | | |
| Engine Specifications: | | | | |
| 14 | Diesel engine with 12 volt battery charging alternator; | | | |
| 15 | Heavy duty air cleaner with air restrictor indicator; | | | |
| 16 | Battery, battery rack, and cables; | | | |
| 17 | Water separator fuel filter; | | | |
| 18 | Battery disconnect switch; | | | |
| 19 | Block heater, 120 V/1000 watt; | | | |

| Item | Technical Requirement | Comply (Bidder shall indicate Yes or No) | Supporting Information (Bidder shall indicate cross-reference) | Comments (For use by Evaluation Team Only) |
|--------------------------------|--|---|--|---|
| 20 | Low oil shut down; | | | |
| 21 | High temperature shut down; | | | |
| 22 | 500 liters fuel tank; | | | |
| Trailer Specifications: | | | | |
| 23 | Pintle type hitch; | | | |
| 24 | Running lights with 7 wire harness and connector; | | | |
| 25 | Dual-axle trailer with electric brake system including breakaway and battery backup; | | | |
| 26 | Rear stabilizer jacks; | | | |
| 27 | Hitch jack. | | | |

Make and Model of product being offered: _____

Bids which do not meet all of the Minimum Specifications listed above will be deemed non-compliant and given no further consideration.

If, upon delivery and acceptance, the product is found to not meet the Minimum Specifications, the product will be returned at the supplier's expense and the Contract will be terminated for default.

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Annex B

Basis of Payment

- The Firm Unit Price must be FOB Destination and include all delivery and off-loading charges to:
Defence R&D Canada Suffield
Bldg 560 Receiving
Ralston, Alberta T0J 2N0
- Firm Unit Prices do not include GST, however GST will be added as a separate line item to any invoice issued as a result of a Contract.
- All prices must be in Canadian dollars.

| Item | Description | Qty. | Firm Unit Price | Extended Price |
|-------------------------|---|-------|-----------------|----------------|
| 1 | Mobile Diesel Generator in compliance with the Requirement and the Minimum Performance Specifications outlined in Annex "A" | 1 lot | \$_____/lot | \$_____ |
| Total Bid Price: | | | | \$_____ |