

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
 Services Canada/Réception des soumissions  
 Travaux publics et Services gouvernementaux  
 Canada**  
**Room 1650, 635 8th Ave. S.W.**  
**Calgary**  
**Alberta**  
**T2P 3M3**

**REQUEST FOR PROPOSAL  
 DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
 Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
 Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

|  |  |
|--|--|
| <b>Title - Sujet</b><br>Tailgates - PSV Trucks   |  |
| <b>Solicitation No. - N° de l'invitation</b><br>W0142-14X037/A   | <b>Date</b><br>2013-09-19                    |
| <b>Client Reference No. - N° de référence du client</b><br>BATUS-W0142-14X037  |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$CAL-131-6122   |  |
| <b>File No. - N° de dossier</b><br>CAL-3-36056 (131)   | <b>CCC No./N° CCC - FMS No./N° VME</b>       |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2013-10-10</b>   |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Mountain Daylight<br>Saving Time MDT  |  |
| <b>F.O.B. - F.A.B.</b><br><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><br>Stanczak, Connor  | <b>Buyer Id - Id de l'acheteur</b><br>cal131 |
| <b>Telephone No. - N° de téléphone</b><br>(403) 292-5115 ( )   | <b>FAX No. - N° de FAX</b><br>(403) 292-5786 |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF NATIONAL DEFENCE<br>RALSTON AB<br>P.O.BOX 6000<br>MEDICINE HAT<br>Alberta<br>T1A8K8<br>Canada |  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du  
 fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
 Public Works and Government Services Canada/Travaux  
 publics et Services gouvernementaux Canada  
 Room 1650, 635 8th Ave. S.W.  
 Calgary  
 Alberta  
 T2P 3M3

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

## TABLE OF CONTENTS

### PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

### PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

### PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

### PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

### PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses

#### List of Annexes:

Annex A Requirement and Basis of Payment

## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with this bid solicitation.

### **2. Requirement**

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

### **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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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## **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 (2013-06-01) 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 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.

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## **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 ( one hard copy)

Section II: Financial Bid ( one hard copy)

Section III: Certifications ( one 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 Applicable Taxes must be shown separately.

#### **1.1 Exchange Rate Fluctuation**

C3011T

Exchange Rate Fluctuation

(2010-01-11)

#### **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

Proposed equipment must meet the technical criteria identified in Annex A - Requirement and Basis of Payment

### 1.2 Financial Evaluation

A0222T                      Evaluation of Price                      (2013-04-25)

### 2. Basis of Selection - Mandatory Technical Criteria                      (A0031T, 2010-08-16)

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 documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 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 ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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.

### 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 Canadian Content Certification

##### 2.1.1 SACC Manual clause

A3050T

Canadian Content Definition

(2010-01-11)

Solicitation No. - N° de l'invitation

W0142-14X037/A

Amd. No. - N° de la modif.

File No. - N° du dossier

CAL-3-36056

Buyer ID - Id de l'acheteur

ca1131

CCC No./N° CCC - FMS No/ N° VME

BATUS-W0142-14X037

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### **2.1.2. Canadian Content Certification**

(A3062T, 2008-05-12)

This procurement is conditionally limited to Canadian goods.

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

Failure to provide this certification completed with the bid will result in the item(s) offered being treated as non-Canadian goods.

Bidders must clearly identify beside each item listed in the bid solicitation document which items meet the definition of Canadian good and complete the following certification.

The Bidder certifies that:

(  ) the item(s) offered and identified as Canadian goods are Canadian goods as defined in paragraph 1 of clause A3050T.

**PART 6 - RESULTING CONTRACT CLAUSES**

**1. Security Requirement**

There is no security requirement applicable to this Contract.

**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 (2013-04-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

**4. Term of Contract**

**4.1 Delivery Date**

All the deliverables must be received on or before 2013-12-01.

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Connor Stanczak  
Supply Officer

Telephone: 403-292-5115  
Facsimile: 403-292-5786  
Email: Connor.Stanczak@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 at award of contract\*\*\*\*\*

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 (To be completed by bidder)

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

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

Facsimile: \_\_\_\_\_

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

## 6. Payment

### 6.1 Basis of Payment- Firm Price

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 TBD. 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.

### 6.2 SACC Manual Clauses

|        |   |              |
|--------|---|--------------|
| C2000C | Taxes- Foreign-based Contractor                                     | (2007-11-30) |
| C2604C | Customs Duties, Excise Taxes and<br>Applicable Taxes - Non-resident | (2013-04-25) |
| C6000C | Limitation of Price   | (2011-05-16) |
| H1000C | Single Payment  | (2008-05-12) |

## 7. Invoicing Instructions

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

2. Invoices must be distributed as follows:

The original and two (2) copies must be forwarded to the address shown on page 1 of the Contract for certification and payment.

**8. Certifications****8.1 Compliance**

Compliance with the certifications and related documentation 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, provide the related documentation or if 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**

|        |                                |              |
|--------|--------------------------------|--------------|
| A3060C | Canadian Content Certification | (2008-05-12) |
|--------|--------------------------------|--------------|

**9. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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;
- (c) the general conditions 2010A (2013-04-25), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment
- (g) the Contractor's bid dated TBD

**11. SACC Manual Clauses**

|        |              |              |
|--------|--------------|--------------|
| B7500C | Excess Goods | (2006-06-16) |
| G1005C | Insurance    | (2008-05-12) |

**ANNEX A****REQUIREMENT AND BASIS OF PAYMENT**

G.S.T. is excluded of the prices quoted herein (if applicable)  
 G.S.T. will be shown as a separate item on the invoice (if applicable)

**Requirement**

Supply and delivery of 91 louvered, black, rear tail gate for fifth wheel. These will be used on the fleet of Prairie Support Vehicles (2013 Chevrolet Silverado 2500HD ¾ Ton Diesel Crew Cab) used by the British Army Training Unit Suffield (BATUS), Canadian Forces Base Suffield, Ralston, Alberta.

**Basis of Payment**

| Item | Description   | Quantity | Unit Cost | Total Cost |
|------|---|----------|-----------|------------|
| 1    | Louvered, Black, Rear Tail Gate for Fifth Wheel. (2013 Chevrolet Silverado ¾ Ton Diesel Crew Cab) | 91       | \$ _____  | \$ _____   |
| 2    | All inclusive freight/delivery charge to CFB Suffield, Ralston, Alberta (FOB Destination)         |          | \$ _____  | \$ _____   |
| 3    | <b>Grand Total:</b>   |          |           | \$ _____   |

*For the purposes of this procurement, Canada is acting as AGENT for the British Army Training Unit Suffield in accordance with the "Agreement Between the Government of Canada and The Government of The United Kingdom of Great Britain and Northern Ireland on British Armed Forces' Training in Canada" and the "Memorandum of Understanding Between The Department of National Defence of Canada and The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning British Armed Forces Training at Canadian Forces Base Suffield (the "MOU")."*