

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
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

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

| | |
|--|---|
| Title - Sujet AMMUNITION CARGO TRAILER | |
| Solicitation No. - N° de l'invitation W0103-13C038/A | Amendment No. - N° modif. 002 |
| Client Reference No. - N° de référence du client W0103-13C038 | Date 2013-10-23 |
| GETS Reference No. - N° de référence de SEAG PW-\$VIC-249-6340 | |
| File No. - N° de dossier VIC-3-36065 (249) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-11-15 | Time Zone Fuseau horaire Pacific Daylight Saving Time PDT |
| 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: Cress, Christine | Buyer Id - Id de l'acheteur vic249 |
| Telephone No. - N° de téléphone (250) 363-8442 () | FAX No. - N° de FAX (250) 363-0395 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT TEME 1127 WORKPOINT VICTORIA, BC V9A 7N2 | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| Delivery Required - Livraison exigée | 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 |

Solicitation No. - N° de l'invitation

W0103-13C038/A

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

W0103-13C038

Amd. No. - N° de la modif.

002

File No. - N° du dossier

VIC-3-36065

Buyer ID - Id de l'acheteur

vic249

CCC No./N° CCC - FMS No/ N° VME

This Amendment has been issued to replace the original Solicitation and Amendment 001, and answer a question posed by a bidder.

Questions

Q1: Can the steering mechanism be either "turntable" or "ackerman (automotive style)"?

A1: The steering mechanism must be "Ackerman automotive style".

Revisions

REMOVE ALL

Insert: See following pages.

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

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

Bidders must submit a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

The requirement is subject to the provisions of the Agreement on Internal Trade (AIT).

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.

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.

1.1 Prices - Items

Bidders must submit firm prices for all items listed under Annex B, Basis of Payment.

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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

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.

4. 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.

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 (two hard copies)

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.

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 Line Item Detail. The total amount of Applicable Taxes must be shown separately.

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 - SEE ANNEX A.

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, DDP to destination specified, Canadian customs duties and excise taxes included.

2. Basis of Selection

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 on an aggregate basis, including the optional requirement, will be recommended for award of 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

2. Additional Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

2.1 Canadian Content Certification

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 good(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 good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

(____) the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

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

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 Annex A, Statement of Requirement.

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 _____ (to be determined at contract award).

While delivery is requested within 60 days of contract award, the best delivery that could be offered is _____.

4.2 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) CFB Esquimalt, Victoria BC V9A 7N2 Incoterms 2000 for shipments from a commercial contractor.

4.3 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A 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 within twelve (12) months after contract award by sending a written notice to the Contractor.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Christine Cress
Public Works and Government Services Canada
Pacific Region
Acquisitions
401- 1230 Government Street
Victoria, BC V8W 3X4

Telephone: 250-363-8442
Facsimile: 250-363-0395
E-mail address: Christine.Cress@pwgsc.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 contract award)

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(PLEASE FILL IN)

Name: _____

Telephone No. _____

Facsimile No. _____

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 \$_____ (to be determined 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.

6.2 Single Payment

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

6.3 SACC Manual Clauses

C2000C Taxes - Foreign-based Contractor 2007-11-30

7. Invoicing Instructions

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

2) Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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

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 _____.

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a. the Articles of Agreement;
- b. the general conditions 2010A (2013-04-25), General Conditions - Goods (Medium Complexity),
- c. Annex A, Statement of Requirement;
- d. Annex C, Basis of Payment;
- e. the Contractor's bid dated _____

11. Insurance

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

12. SACC Manual Clauses

A9062C Canadian Forces Site Regulations

2011-05-16

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ANNEX A - STATEMENT OF REQUIREMENT

See attached document.

ANNEX B - Figures 1-6 - Example photos similar framework for illustrative purposes only.

Please send your request for copies of the above photos as .jpg files to:

Torrey Buchan at: Torrey.Buchan2@pwgsc.gc.ca

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ANNEX C - BASIS OF PAYMENT

| Itm | Description | Unit Price | QTY | Price (CAD\$) |
|--|--|-------------------|------------|----------------------|
| 1 | Ammunition Cargo Trailer, 7000 lbs (3175.146Kg) Min Gross Vehicle Weight Rating (GVWR) single axles, fixed suspension (solid), single wheel for the rear axle and single pivoting axle, fixed suspension (solid), single wheel for the front axle, conforming to mandatory specifications in Annex A. Unit Price is inclusive of delivery to Victoria, BC, Canada. | \$_____ | 9 | \$_____ |
| Firm Total Price (CAD\$) | | | | \$_____ |
| Option The Contractor grants to Canada the irrevocable option to acquire the goods described in Annex A in the same conditions and at the unit price stated above. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment. This option can be exercised to acquire up to an additional six (6) trailers. The Contracting Authority may exercise the option at any time before 30 September 2014 by sending a written notice to the Contractor. Unit Price is inclusive of delivery to Victoria, BC, Canada | | | | |

GST (as applicable), is extra.