

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

**Bid Receiving  
PWGSC  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5  
Bid Fax: (905) 615-2095**

**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> Mountain Bikes	
<b>Solicitation No. - N° de l'invitation</b> W0113-13CS26/A	<b>Date</b> 2013-12-09
<b>Client Reference No. - N° de référence du client</b> W0113-13CS26	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$TOR-016-6458	
<b>File No. - N° de dossier</b> TOR-3-36205 (016)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-01-20</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Yari, Helen	<b>Buyer Id - Id de l'acheteur</b> tor016
<b>Telephone No. - N° de téléphone</b> (905) 615-2081 ( )	<b>FAX No. - N° de FAX</b> (905) 615-2060
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE MLS Base Supply 247 Cambrai Road - Bldg. O-111 Borden Ontario L0M1C0 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  
Ontario Region  
33 City Centre Drive  
Suite 480  
Mississauga  
Ontario  
L5B 2N5

<b>Delivery Required - Livraison exigée</b> 2014-03-15	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

### **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 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**

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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 (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.

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.

#### **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

Bidder must demonstrate that they comply with the following Mandatory Technical Criteria and provide the necessary documentation to support compliance.

	<b>Mandatory Technical Criteria (M)</b>	<b>Page # of Supporting Documentation</b>
M1	<p>The Bidder must comply with Annex A, Requirement, Mountain Bike.</p> <p>Bidder must submit with their bid supporting technical documents such as: literature, brochures or specifications for their proposed mountain bikes, which clearly demonstrates that their proposed mountain bikes meets 2. Component Specifications as listed in Annex A, Requirement, Mountain Bike. If any of the Component Specification is not identified in the Bidder's existing technical documents, the Bidder must address separately, in their proposal, how it meets that particular Component Specification.</p>	

### 1.2. Financial Evaluation

#### 1.2.1 Mandatory Financial Criteria

a) Maximum Funding (for Firm Requirement)

The maximum funding available for the Contract resulting from the bid solicitation is \$40,000.00 Canadian Dollars (Goods and Services Tax or Harmonized Sales Tax extra, as appropriate). Bids valued in excess of these amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

b) Bidders must submit pricing in accordance with Annex "B", Basis of Payment, with their bid at bid closing.

1.2.2 The price used in the evaluation will be the aggregate price of the firm unit prices multiplied by the firm and optional quantities. See Annex C Financial Evaluation

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- 1.2.3.** The price of the bid will be evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, FOB destination, Canadian customs duties and excise taxes included.

## **2. Basis of Selection - Mandatory Technical Criteria**

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 provided that the total evaluated price does not exceed the budget available for this requirement.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and documentation to be awarded a contract.

The certification 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 " Limited Eligibility to Bid " list at the time of contract award.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

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

## **2.1 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 the expiry of the Contract by sending a written notice to the Contractor.

## **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 Period of the Contract**

The period of the Contract is from date of Contract to *31 March 2016 inclusive*.

### **4.2 Delivery Date**

All the deliverables must be received on or before 15 March 2014 for Firm Requirement.

## **5. Authorities**

### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Helen Yari  
Public Works and Government Services Canada  
Acquisitions Branch  
33 City Centre Drive, Suite 480C  
Mississauga, Ontario L5B 2N5

Telephone: 905-615-2081 Facsimile: 905-615-2060  
E-mail address: [helen.yari@pwgsc.gc.ca](mailto:helen.yari@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** (*Inserted at time of Contract Award*)

The Project Authority for the Contract is:

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: \_\_\_\_\_

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

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

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

**6. Payment****6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex "B", Basis of Payment for a cost of \_\_\_\$ (*insert the amount at contract 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

**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.

1. 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.

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- (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.

## **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 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) the general conditions 2010A (2013-04-25), General Conditions - Goods (Medium Complexity)
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

## **11. Insurance**

SACC Manual Clause G1005C (2008-05-12), Insurance

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**ANNEX A**  
**REQUIREMENT**  
**MOUNTAIN BIKE**

1. Regional Cadet Support Unit Central (RCSU Central), located CFB Borden, Ontario has a requirement for Mountain Bikes for expedition training.
2. Component Specifications: The mountain bikes must meet the following minimum component specifications:
  - a. size:
    - (1) 15" – 16.5" – Quantity of 20,
    - (2) 17" – 18.5" – Quantity of 15,
    - (3) 19" – 20.5" – Quantity of 10, and
    - (4) 21" – 22" – Quantity of 5.
  - b. frame: minimum: 6061 aluminum;
  - c. wheel: must be 26" or 29";
  - d. wheelset: must have double-wall rims;
  - e. front shock / fork: must be lock-out capable;
  - f. shift lever: minimum: 9-Speed Shimano Deore;
  - g. derailleur (front and rear): minimum: Shimano Deore (rear must have 'shadow-type' profile);
  - h. cassette: minimum: 9-speed Shimano Deore;
  - i. brakes: must be mechanical disc, minimum: Shimano Deore;
  - j. crankset: minimum: Shimano Deore;
  - k. pedal: minimum: must be made of alloy with reflectors; and
  - l. seat post: minimum: must be made of alloy with 2-bolt, micro-adjust.
3. Additional Requirements:
  - a. The make/model of the mountain bike must be such that it is extremely durable and relatively low-maintenance, and must be comprised of easily sources and replaceable components;
  - b. Contractor must provide a detailed list of components associated with their proposed make and model of mountain bike; and
  - c. Contractor is responsible for the assembly of the bikes.

**ANNEX B****BASIS OF PAYMENT**

The firm unit prices herein are an all inclusive prices, in accordance with Annex A, in Canadian funds including Canadian customs duties, excise taxes, **F.O.B. destination**, including all delivery charges to National Defence, Borden, Ontario. Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

**1. Firm Requirement**

Item No.	Description	Quantity	Firm Unit Price	Extended Price
1.	Mountain Bikes in accordance with Annex A - Requirement. Make: _____ Model No.: _____	50 Each	\$_____	\$_____
TOTAL				\$_____
GST / HST EXTRA (if applicable)				

**2. Optional Goods/Services**

During the period of the contract, from date of contract to 31 March 2016, Canada may purchase at various time, various quantities up to a maximum of 100.

Canada reserves the right to verify the prices at the time of exercising the option(s). The pricing for the options shall be the lesser of either, whichever is more beneficial to Canada:

- i) the prices detailed herein below; or
- ii) the Contractor's published price list, in effect at the time the option is exercised, less a discount of \_\_\_\_%

Item No.	Description	Firm Unit Price
2.1	Period from date of contract to 31 March 2015 Mountain Bikes in accordance with Annex A - Requirement. Make: _____ Model No.: _____	\$_____
2.2	Period - 1 April 2015 to 31 March 2016 Mountain Bikes in accordance with Annex A - Requirement. Make: _____ Model No.: _____	\$_____

Delivery: While delivery is requested within 6-8 weeks of exercising the option, the best delivery that could be offered is \_\_\_\_\_.

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File No. - N° du dossier

TOR-3-36205

Buyer ID - Id de l'acheteur

tor016

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

W0113-13CS26

CCC No./N° CCC - FMS No/ N° VME

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**ANNEX C****FINANCIAL EVALUATION**

The proposed pricing on Annex B, Basis of Payment will be used herein for evaluation of price. If there are any discrepancies in the pricing, the pricing on Annex B will prevail. The price used in the evaluation will be the aggregate price based on the proposed unit pricing x the quantities for the firm and optional requirements.

<b>1.0</b>	<b>Firm Requirement</b>			
<b>Item No.</b>	<b>Description</b>	<b>Quantity</b>	<b>Firm Unit Price</b>	<b>Extended Price</b>
1.1	Mountain Bikes in accordance with Annex A - Requirement.	50 Each	\$ _____	\$ _____
<b>2.0</b>	<b>Optional Goods/Services</b>			
<b>Item No.</b>	<b>Description</b>	<b>Estimated Quantity</b>	<b>Firm Unit Price</b>	<b>Extended Price</b>
2.1	Period from date of contract to 31 March 2015 Mountain Bikes in accordance with Annex A - Requirement.	50	\$ _____	\$ _____
2.2	Period - 1 April 2015 to 31 March 2016 Mountain Bikes in accordance with Annex A - Requirement.	50	\$ _____	\$ _____
<b>AGGREGATE PRICE</b>				\$ _____