

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

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 Pettibone Crane Servicing	
Solicitation No. - N° de l'invitation W0134-14R014/A	Date 2014-01-24
Client Reference No. - N° de référence du client DND	
GETS Reference No. - N° de référence de SEAG PW-\$EDM-002-10109	
File No. - N° de dossier EDM-3-36301 (002)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-11	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: Scott, Jasmine	Buyer Id - Id de l'acheteur edm002
Telephone No. - N° de téléphone (780) 497-3578 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Wing Commander/4 Wing Cold Lake PO Box 6550 Stn Forces EME COLD LAKE Alberta T9M2C6 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
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

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. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment and any other annexes.

2. Summary

The Department of National Defense (DND), CFB 4 Wing Cold Lake, The Corps of Royal Canadian Electrical and Mechanical Engineers (RCEME) unit, in Cold Lake, Alberta, has a requirement for the supply of all labour, materials, tools, equipment, supervision, travel and transportation necessary to repair and refit parts on an existing 1977 Pettibone 90SC Crane and in accordance with Annex "A", Statement of Work, all in accordance with the Statement of Work, Annex "A".

The period of the Contract is from date of Contract to March 31, 2014 inclusive.

For services requirements, Bidders in receipt of a pension or a lump sum payment must provide the required information as detailed in article 3 of Part 2 of the bid solicitation.

The requirement is limited to Canadian goods and/or services.

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.

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. Former Public Servant

Contracts with former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means, a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c.C-17, the Defence Services Pension Continuation Act, 1970, c.D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c.R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c.R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c.M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes ()** **No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Reduction Program

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of a work force reduction program? **Yes ()** **No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force reduction program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. 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.

5. 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.

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 copies)
Section II: Financial Bid (1 hard copies)
Section III: Certifications (1 hard copies)

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 in Annex "B". 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, management and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Technical Evaluation

Ability to perform the full scope of the work described in Annex "A" Statement of Work.

1.2 Financial Evaluation

SACC Manual Clause A0222T (2013-04-25), 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 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.hrsdc.gc.ca/eng/labour/index.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 (2010-01-11) Canadian Content Definition.

2.1.2 This procurement is limited to Canadian services.

The Bidder certifies that:

() the service offered is a Canadian service as defined in paragraph 2 of clause A3050T.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

2. 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.

2.1 General Conditions

2010C (2013-06-27), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to March 31, 2014 inclusive.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jasmine Scott
Supply Specialist
Acquisitions, Western Region
Department of Public Works and Government Services
Telus Plaza North,
10025 Jasper Avenue, 5th Floor
Edmonton, AB T5J 1S6

Telephone: (780) 497-3578

Facsimile: (780) 497-3510

E-mail address: jasmine.scott@pwgsc-tpsgc.gc.ca

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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

(To be provided at 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

(To be filled out by Bidder)

Name: _____

Title: _____

Telephone: ____-____-_____

Facsimile: ____-____-_____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Pavment

7.1 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" 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.

7.2 Limitation of Price

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

7.3 Single Payment

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

7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department

8. Invoicing Instructions

8.1 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.

8.2 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.

9. Certifications

9.1 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.

9.2 SACC Manual Clauses

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

10. Applicable Laws

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

11. 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 2010C (2013-06-27), General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;

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(e) the Contractor's bid dated _____ .

12. Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

13. Foreign Nationals (Canadian Contractor)

SACC Manual clause A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)

14. SACC Manual Clause

A9039C (2008-05-12), Salvage
A9062C (2011-05-16), Canadian Forces Site Regulations
B1501C (2006-06-16), Electrical Equipment
G1005C (2008-05-12), Insurance

ANNEX "A" STATEMENT OF WORK

Title: Pettibone Crane Servicing

1. Requirement:

The Department of National Defense (DND), CFB 4 Wing Cold Lake, The Corps of Royal Canadian Electrical and Mechanical Engineers (RCEME) unit, in Cold Lake, Alberta, has a requirement for the supply of all labour, materials, tools, equipment, supervision, travel and transportation necessary to repair and refit parts on an existing 1977 Pettibone 90SC Crane.

Repairs to the crane can be completed on-site at CFB 4 Wing Cold Lake, Cold Lake, Alberta with the Contractor bringing all materials, tools, equipment etc. to complete repair or crane can be transported by the Contractor to and from the Contractor's location to 4 Wing Cold Lake RCEME Building.

2. Background:

Due to the aging equipment and the operational requirements of maintaining the Cold Lake Airfield operational it is necessary to maintain the emergency response equipment operational.

3. Applicable Documents:

User, Parts and Repair Manual for the 90SC Crane, Standard Z150 and CFTO C30-020-000/AG-003. The Canadian Armed Forces (CAF) will lend the CFTP C30-020-000/AG-003 and the User, Parts and Repair Manual to the contractor to complete the repair. Upon completion of the repair, the Contractor will return all manuals back to the CAF.

4. Scope of Work

The tasks required to be performed to repair the Pettibone Crane are as follows:

- Perform a 10 year boom inspection as per Z150 (2 Men)
- Perform a 5 year block inspection as per Z150 (2 Men)
- Replace hoses on telescope circuit, as required
- Repair Swing Brake assembly
- Add A-2-B to existing LS 2002 system
- Replace Wedge and repair cable end
- Reseal telescope cylinders and test (3<2 Men)
- Boom wear Pads
- Telescope cylinder repair kits
- Swing brake lining kit
- A2B kit for LS 2002
- Wedge 5/8"
- Crane rental for boom dismantle and assembly
- Non Destructive Testing
- Perform a Load Test

5. Deliverables:

- a. Tasks provided in the Scope of Work listed above; and
- b. The crane must be in Operating Order and in 4 Wing Cold Lake no later than 31 March 2014.

6. Qualifications, Codes and Standards

- a. All repair work is to be performed by licensed technicians or apprentices under the direct supervision of a licensed technician that is qualified for the type of equipment being repaired. A copy of this certification is to be supplied to DND upon request of the Project Authority.
- b. Perform all work in accordance with current revisions of all applicable Federal, Provincial and Municipal codes, including, but not limited to, safety, labour and construction.
- c. Materials and workmanship must conform to or exceed applicable standards of Canadian Standards Association (CSA), American Society for Testing and Materials (ASTM) and other referenced organizations.

7. Products/Materials:

- a. Use new products unless otherwise specified.
- b. The Contractor must comply with manufacturer's latest printed instructions for materials.
- c. The Contractor must notify the Project Authority, in writing, of any conflict between the Scope of Work and the manufacturer's instructions. The Project Authority will designate, in writing, which document is to be followed.
- d. Deliver, store and maintain packaged material and equipment with manufacturer's seals and labels intact.
- e. Material and equipment must be stored in accordance with manufacturer's instructions.

8. Warranty:

The Contractor must warrant all materials and workmanship for a period of one year after date of acceptance. If at any time during this period any portion of the work requires repairs by reason of faulty material or workmanship, DND must notify the Contractor that such repairs are necessary. Repairs must be carried out in a timely manner.

9. Acceptance:

All deliverables are to be approved by the Project Authority who has the right to require corrections for any deficiencies prior to the authorization of payments and at no additional charge. The Project Authority also reserves the right to reject the work if it fails to meet an acceptable standard.

DND retains all intellectual properties that ensue from this project and all materials produced under this contract become the property of DND.

The Contractor will not divulge or disseminate any reports, information, programs or documentation related to this work to any other person without prior written permission from DND.

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ANNEX "B"
BASIS OF PAYMENT

- Firm Lot Price inclusive of supply of all labour, materials, tools, equipment, supervision, travel and transportation, including transporting the crane to and from the Contractor's location to 4 Wing Cold Lake RCEME Building (if required).
- FOB Destination CFB 4 Wing Cold Lake, The Corps of Royal Canadian Electrical and Mechanical Engineers (RCEME) unit, in Cold Lake, Alberta.
- Firm Lot Price does not include GST/HST. GST/HST will be added as a separate line item to any invoice issued as a result of a Contract.
- Firm Lot Price is in Canadian Dollars.

Item	Description	QTY	Firm Lot Price
1.	Supply of all labour, materials, tools, equipment, supervision, travel and transportation necessary to repair and refit parts on an existing 1977 Pettibone 90SC Crane as outlined in Annex "A", Statement of Work.	1 lot	\$_____ / lot