

**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

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 BANDSAW | |
| Solicitation No. - N° de l'invitation W3555-157962/A | Date 2014-09-19 |
| Client Reference No. - N° de référence du client W3555-157962 | |
| GETS Reference No. - N° de référence de SEAG PW-\$VIC-240-6546 | |
| File No. - N° de dossier VIC-4-37094 (240) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-11-03 | 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: Hogg(VIC), Mike | Buyer Id - Id de l'acheteur vic240 |
| Telephone No. - N° de téléphone (250) 363-3916 () | FAX No. - N° de FAX (250) 363-3344 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CAPE BRETON ATTN CONTRACT OFF. STN FORCES P.O.BOX 17000 BLDG 250 VICTORIA British Columbia V9A7N2 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 - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

| | |
|--|--|
| 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 this bid solicitation.

2. Statement of Work

The Work to be performed is detailed under Annex "A".

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 (2014-06-26) 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 (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

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 (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (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) (<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.

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.

2. Basis of Selection

- 2.1 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 2004. 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) 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.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Statement of Work

The Work to be performed is detailed under 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

2010C (2014-06-26), General Conditions - Services (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 2015-03-31 inclusive

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mike Hogg
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 250-363-3916
Facsimile: 250-363-0395
E-mail address: mike.hogg@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:

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

6. Payment

6.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____. Customs duties are included and Applicable Taxes are extra.

6.2 Limitation of Expenditure

Canada's total liability to the Contractor under the Contract must not exceed \$ _____. Customs duties are included and Applicable Taxes are extra. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum: when it is 75 percent committed, or

four (4) months before the contract expiry date, or as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability

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

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 _____.

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 supplemental general conditions 2003 (2014-06-26) Standard Instructions - Goods or Services - Competitive Requirements;
- (c) the general conditions 2010C (2014-06-26), General Conditions - Services (Medium Complexity)
- (d) Annex A, Statement of Work;
- (e) Annex B, Basis of Payment

Solicitation No. - N° de l'invitation

W3555-157962/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

vic240

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

W3555-157962

File No. - N° du dossier

VIC-4-37094

CCC No./N° CCC - FMS No/ N° VME

- (f) Annex C, Insurance
- (g) the Contractor's bid dated _____

11. Defence Contract

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

Solicitation No. - N° de l'invitation

W3555-157962/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

vic240

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CCC No./N° CCC - FMS No/ N° VME

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ANNEX B**BASIS OF PAYMENT**

The unit prices below shall be firm and in Canadian funds including Canadian customs duties, excise taxes, delivery and installation charges which are to be Delivered Duty Paid (DDP) to destination as indicated herein.

The amount of the Goods and Services Tax or Harmonized Tax shall be shown as a separate item.

| Item | Description | U of I | Qty | Unit Price |
|-------------|--|--------|-----|------------|
| 1 | Frame Vertical Band Saw as per detailed mandatory requirements listed in Annex "A" | LOT | 1 | \$ |
| Sub-Total | | | | |
| GST/HST | | | | |
| Grand Total | | | | |

Mandatory Delivery: Delivery must be made on or before March 31, 2015.

Annex C Insurance

Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

- (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
- (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
- (c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
- (d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
- (e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
- (f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract. (Contracting officers must insert the applicable options below and renumber accordingly.)
- (l) Litigation Rights: Pursuant to subsection 5(d) of the Department of Justice Act, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt. For the province of Quebec, send to:

Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,

Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:

Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Statement of Requirements (SOR) – REV 2 – 11/07/2014

The following is the minimum Government of Canada requirements for one (1) tilting frame vertical band saw machine to be used by the Department of National Defence in the heavy metal fabrication work center at the Fleet Maintenance Facility Cape Breton (FMF CB).

| Item | Minimum Mandatory Requirements | Comments | Bid Ref Page # | Pass/Fail |
|------|--|----------|----------------|-----------|
| 1.1 | Unit must be electrically certified by an approved Canadian agency. Acceptable agencies are Canadian Standards Association (CSA), Underwriters Laboratories Canada (ULc), or other approved electrical inspection agencies. On site field certifications are acceptable at no additional cost to FMF CB. | | | |
| 1.2 | Unit must employ hydraulic or mechanical vise control, head swing, head movement, feed force, blade tension, and guide arm movement. If a hydraulic system is used, the hydraulic system must have a high pressure relief, 0.5 HP pump, and 15 L (4 US Gal) reservoir, at a minimum. | | | |
| 1.3 | Unit must have a 5 HP blade drive motor, at a minimum. | | | |
| 1.4 | Unit must have an infinitely variable blade speed between 50 to 400 SFM ($\pm 15\%$). | | | |
| 1.5 | Unit must mitre at least 45° to both the left and the right, at a resolution of 1° or less. | | | |
| 1.6 | Unit must have a canted saw frame. Saw frame must be able to be canted between 0° to 3° forward, at a minimum. | | | |
| 1.7 | Unit must be capable of cutting the following cross-sections in mild steel in the following blade orientations, at a minimum: <ul style="list-style-type: none"> • 90° cutting angle, rectangular workpiece: 16"x 22" • 45° cutting angle rectangular, rectangular workpiece: 16"x 12" • 90° cutting angle rectangular, round workpiece: $\varnothing 16"$ • 45° cutting angle rectangular, round workpiece: $\varnothing 12"$ | | | |
| 1.8 | Unit must come with a cutting coolant system. Coolant system must have a 1/8 HP pump and 45 L (12 US Gal) reservoir, at a minimum. | | | |
| 1.9 | Unit must have a standard blade size of 1" or 1-1/4". | | | |
| 1.10 | Unit must be fitted with an 'Emergency Stop' self-locking type button. | | | |
| 1.11 | The unit's control panel must have push buttons and knobs, as opposed to a touchscreen interface. The control panel must have the following controls and displays: <ul style="list-style-type: none"> • Band saw On/Off • Coolant On/Off • Variable Blade Speed Adjustment • Blade Speed Digital Display | | | |
| 1.12 | Unit's control panel must not extend above the top of the cutting table. | | | |

Statement of Requirements (SOR) – REV 2 – 11/07/2014

| Item | Minimum Mandatory Requirements | Comments | Bid Ref Page # | Pass/Fail |
|------|--|----------|-------------------|-----------|
| 1.13 | Unit must not exceed the following: <ul style="list-style-type: none"> • Weight: 3000kg (6600 lbs.) • Height: 2.7 m (106.3") • Width: 2.1 m (82.6") • Length: 3.1 m (122") | | | |
| 1.14 | Unit's cutting table must be between 860 mm (34") and 1065 mm (42") above the ground. | | | |
| 1.15 | Unit must have lifting tabs to be moved by an overhead crane, or forklift pockets to be moved by a forklift. | | | |
| 1.16 | Unit must be able to connect to a 208 V ($\pm 10\%$), 60 Hz, 3 phase power source. For other voltages the supplier must supply a suitable transformer. | | | |
| 1.17 | Operating instructions, pinch points, hazard areas, operator safety concerns, and moving components must be clearly identified and printed in English. | | | |
| 1.18 | The supplied unit must include both hard copies and digital copies (CD or DVD only) of the maintenance and operation manuals for the as built unit. Manuals must include manufacturer recommended maintenance schedules, parts lists, and schematics. | | | |
| 1.19 | Supplier must provide operator and maintenance training on site at FMF CB in Esquimalt, BC. Vendor must supply a training plan proposal. Training plan must include training for a minimum of one (1) day for three (3) operators and three (3) maintenance personnel. | | | |
| 1.20 | The supplied unit must include full parts and labour warranty for a minimum of 12 months. | | | |