

**RETURN BIDS TO:  
RETOURNER LES SOUMISSIONS À:**  
**Public Works and Government Services / Travaux  
publics et services gouvernementaux**  
**Kingston Procurement**  
**Des Acquisitions Kingston**  
**86 Clarence Street, 2nd floor**  
**Kingston**  
**Ontario**  
**K7L 1X3**  
**Bid Fax: (613) 545-8067**

## 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> Test Weight Mover	
<b>Solicitation No. - N° de l'invitation</b> U6357-152781/A	<b>Date</b> 2014-10-24
<b>Client Reference No. - N° de référence du client</b> U6357-15-2781	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$KIN-508-6453	
<b>File No. - N° de dossier</b> KIN-4-42103 (508)	<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 2014-12-08</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> Weaver, Tammy	<b>Buyer Id - Id de l'acheteur</b> kin508
<b>Telephone No. - N° de téléphone</b> (613) 545-8059 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF INDUSTRY CANADA TORONTO DISTRICT 232 YORKTECH DR. MARKHAM Ontario L6G1A6 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 / Travaux publics  
et services gouvernementaux  
Kingston Procurement  
Des Acquisitions Kingston  
86 Clarence Street, 2nd floor  
Kingston  
Ontario  
K7L 1X3

<b>Delivery Required - Livraison exigée</b> See Herein	<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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See Attached

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## **PART 1 - GENERAL INFORMATION**

### **2. Requirement**

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

### **3. Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

### **7. Trade Agreements**

"The requirement is subject to the provisions of the the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

## **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](#) (2014-09-25) 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 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 question(s) or may request that the Bidder do so, so that

the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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 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 (2 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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

### **1.1 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

### **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 Technical Criteria**

- 1. Each bid must meet the Technical Requirements as outlined in Annex A, Requirement;
- 2. Bidders must clearly address each specification for the proposed goods to demonstrate compliance with the Technical Requirements.

#### **1.2 Financial Evaluation**

- 1. Bidders must submit pricing in accordance with Annex B, Basis of Payment, with their bid at bid closing;
- 2. The price used in the evaluation will be based on the unit price multiplied by the usage for a total evaluated price.
- 3. SACC Manual Clause A0222T (2014-06-26), Evaluation of Price – Canadian Foreign Bidders

### **2. Basis of Selection - 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.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information 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 in carrying

out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

## 1. Certifications Required Precedent to Contract Award

### 1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003 (*OR insert 2004, as applicable*). The associated information required within the Integrity Provisions 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 Employment and Social Development Canada (ESDC) - 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. Requirement

The Contractor must provide Test Weight Cart in accordance with the Requirement at Annex "A".

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A 2014-09-25, General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

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#### **4. Term of Contract**

##### **4.1 Delivery Date**

While delivery is requested by 31 January 2015, the best delivery that could be offered is \_\_\_\_\_ (to be filled in by Bidder)

#### **5. Authorities**

##### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Tammy Weaver  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
86 Clarence St., 2<sup>nd</sup> Floor  
Kingston, Ontario  
K7L 1X3

Telephone: 613-545-8059  
Facsimile: 613-545-8067  
E-mail address: tammy.weaver@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 completed at contract award)

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 completed by bidder)**

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

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

Fax: \_\_\_\_\_

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

**6. Payment****6.1 Basis of Payment**

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

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.

**8. Certifications**

- 8.1 The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

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## **9. Applicable Laws**

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in 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 [2014-09-25](#), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

## **ANNEX "A"**

### **REQUIREMENT**

#### Background:

Measurement Canada is responsible for ensuring the integrity and accuracy of measurement in the Canadian marketplace. We: develop and administer the laws and requirements governing measurement, evaluate, approve and certify measuring devices, and investigate complaints of suspected inaccurate measurement. This includes measuring devices such as vehicle scales.

#### Objective:

The purchase of the Weight Cart is to facilitate the inspection (examination) of vehicle scales.

#### Specification:

The Test Weight cart must exceed the following dimensions:

-no longer than 110", no wider than 102", height to be a maximum of 70"

Design as per specification and manufacture a Heavy Duty Motorized Test Weight Mover to hold a minimum 40 x 500 kg test weights.

The cart must comply with National Institute of Standards and Technology (NIST) Handbook 105-8, [www.nist.gov/pml/wmd/upload/105-8.pdf](http://www.nist.gov/pml/wmd/upload/105-8.pdf) specifications and tolerances for field standard weight carts.

The cart must be capable of safely carrying 40 x 500 kg test standards. The weight restraint area of the cart must be designed so that 4 x 500 kg weights, in one straight row, are lifted in the cart at one time. Standards are lifted into the cart using the Measurement Canada weight truck equipped with an articulated crane and 4 hook spreader bar. The weights are 17 inches square at the bottom and are 18.5 inches tall. The weight of the empty cart must not exceed 2500 kg and must be rounded to a standard calibrated round weight in kg, i.e. 2500 kg, 2400 kg, 2300 kg , etc.

The cart is to be self-powered using a gasoline powered engine with electric start and sufficient horse power to be able to move the fully loaded (22,500kg) cart on and around typical (paved and gravel driving surfaces-scales with ramps) vehicle scale operations.

Hydraulic power steering on two of the non-steering power axle.

Four wheel hydraulic drive system.

Auto brakes when engine is turned off.

Sealable shot ballast tank and sealable hydraulic fluid tank.

Smooth tires.

Hour meter on engine

Folding operator stair assembly

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The weight restraint frame must be of sufficient strength so that 2 lifing lugs can be welded onto the frame for the purpose of loading and unloading the cart onto the weight truck. The lifting lugs will be on the outside of the frame at the balance point of the long axis.

Manuals to be provided in English

Optional Remote Control

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Annex "B"  
Pricing Basis

Item	Unit of Issue	Qty	Unit Price FOB Destination
Weight Cart as outlined in Annex "A"	Ea	1	\$ _____
Optional Purchase Remote to operate Weight cart	Ea	1	\$ _____
Sub Total	Ea	1	\$ _____
HST			\$ _____
Total			\$ _____