

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
PWGSC/TPSGC Acquisitions
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1
Bid Fax: (506) 851-6759

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 Crushed Stone/Rock	
Solicitation No. - N° de l'invitation W0501-160053/A	Date 2015-07-24
Client Reference No. - N° de référence du client W0501-160053	
GETS Reference No. - N° de référence de SEAG PW-\$MCT-014-5049	
File No. - N° de dossier MCT-5-38042 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-09-08	Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT
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: MacDonald, Charline	Buyer Id - Id de l'acheteur mct014
Telephone No. - N° de téléphone (506) 851-6067 ()	FAX No. - N° de FAX (506) 851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Various Locations as noted in SOR 5 CDSB Gagetown OROMOCTO New Brunswick E2V4J5 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

NB / PEI Division - Moncton Acquisitions Office
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1

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

1.1 Requirement - Bid

The requirement is detailed under Article 6.2 of the resulting contract clauses.

1.2 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

PART 2 - BIDDER INSTRUCTIONS

2.1 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 (2015/07/03) 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: 60 days
Insert: 120 days

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, **bids transmitted by electronic mail (email) to PWGSC will not be accepted.**

2.3 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.

2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

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

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid (1 hard copy)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (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.

3.1.1 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

4.1 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.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

(Mandatory Technical Criteria as specified in Annex "A ")

4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014/06/26), Evaluation of Price

4.2 Basis of Selection

4.2.1 Basis of Selection - Multiple Items

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder (see Annex "C").

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Requirement - Contract

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

6.3 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) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010A](#) (2015/07/03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before September 30, 2015; all the Optional Goods must be received on or before October 13, 2015.

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6.4.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "A" (paragraph 3 (a)(1) and (b)(1)) 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 on or before September 28, 2015 by sending a written notice to the Contractor.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Charline MacDonald
Title: A/Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 1045 Main Street, Unit 108
Moncton, New Brunswick
E1C 1H1

Telephone: (506) 851-6067
Facsimile: (506) 851-6759
E-mail address: Charline.MacDonald@pwgsc-tpsgc.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.

6.5.2 Project Authority

The Project Authority for the Contract is:

Details will be provided in any resulting contract

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.

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6.5.3 Contractor's Representative (bidder please completed)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices as specified in Annex "B", Basis of Payment. 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.

6.6.2 Limitation of Price

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

6.6.3 Terms of Payment

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

6.7 Invoicing Instructions

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

2. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

6.9 Applicable Laws

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

6.10 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 (2015/07/03), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment; and
- (e) the Contractor's bid dated _____.

6.11 SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
B7500C	Excess Goods	2006/06/16
D0018C	Delivery and Unloading	2007/11/30
G1005C	Insurance	2008/05/12

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6.12 Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) (Department of National Defence, 5th Canadian Division Support Base
Gagetown, Gagetown Range and Training Area, Oromocto, NB) Incoterms 2000 for shipments from a
commercial contractor.

ANNEX "A" - REQUIREMENT

BACKGROUND

1. 4 Engineer Support Regiment (4 ESR) will be conducting Regimental level training in the 5 CDSB Gagetown Range and Training Area (GRTA). The training will be directly attributable to 4 ESR's assigned task, under the Canadian Army's (CA) Operating Plan, Chapter 3; Support Expeditionary Theatre Activation/Opening. Significant portions of this training will focus on the preparation of terrain, and the construction of a Forward Operating Base (FOB).

OBJECTIVES

2. The intent of this Statement of Requirement (SOR) is to define the requirements, the methods verification, and responsibilities for a civilian firm(s) to provide and deliver specific types of crushed rock and particulates to 4 ESR, commencing 21 September 2015 and complete 30 September 2015.

SCOPE OF REQUIREMENT

3. The scope of work will require the contractor(s) to provide the following crushed rock and particulates to a designated point within 5CDSB Gagetown. The quantities and the conditions of the rock and particulate requirements are as follows:

- a. 360 tonnes of 0-75mm / 0-3" well graded crushed stone (rock) – material to be compliant with standards described in Section 201.2, Table 201-2, "Grading Limits – Cover Material" for 19 mm, of the New Brunswick Department of Transportation Standard Specifications, 2011. Delivered to Bldg B12 (19T FL 9730 8055) by 30 September 2015.
 - (1) An option for an additional 500 tonnes of 0-75mm / 0-3" well graded crushed stone (rock) if required – material to be compliant with standards described in Section 201.2, Table 201-2, "Grading Limits – Cover Material" for 19 mm, of the New Brunswick Department of Transportation Standard Specifications, 2011. The decision as to whether or not to utilise the option to procure the additional material will be made by 4 Engineer Support Regiment no later than 28 September 2015, with the additional material to be delivered to Bldg B12 (19T FL 9730 8055) by 13 October 2015.
- b. 6,900 tonnes of 0-37.5mm / 0-1¹/₄" well graded crushed stone (rock) – material to be compliant with standards described in Section 201.2, Table 201-2, "Grading Limits – Cover Material" for 19mm, of the New Brunswick Department of Transportation Standard Specifications, 2011. Delivered to Bldg B12 (19T FL 9730 8055) by 30 September 2015.
 - (1) An option for an additional 6,900 tonnes of 0-37.5mm / 0-1¹/₄" well graded crushed stone (rock) if required – material to be compliant with standards described in Section 201.2, Table 201-2, "Grading Limits – Cover Material" for 19 mm, of the New Brunswick Department of Transportation Standard Specifications, 2011. The decision as to whether or not to utilise the option to procure the additional material will be made by 4 Engineer Support Regiment no later than 28 September 2015, with the additional material to be delivered to B12 (19T FL 9730 8055) by 13 October 2015.
- c. 180 tonnes of 0-20mm / 0-3/4" well graded crushed stone (rock) – material to be compliant with standards described in Section 201.2, Table 201-7, "Grading Limits – Cover Material" for 19mm, of the New Brunswick Department of Transportation Standard Specifications, 2011. Delivered to B12 (19T FL 9730 8055) by 30 September 2015.

- d. 100 tonnes of R-5 Riprap – material to be compliant with standards described in Section 608.1, Table 608-1, “Random Riprap Grading Limits” for R-5 Riprap, of the New Brunswick Department of Transportation Standard Specifications, 2011. Delivered to B12 (19T FL 9730 8055) by 30 September 2015.
- e. Delivery of materials shall commence by 15 August 2015, and all material shall be delivered by 1 September 2015. All deliveries will be conducted on weekdays between the hours of 08:00 and 18:00 hours, with no delivery arriving on location after 18:00 hours on any given day.
- f. Priority of delivery is, in listed order, 1 1/4 minus crushed stone, 3” minus crushed stone, R-5, and 3/4 minus crushed stone.
- g. Prior to delivery the contractor(s) will be provided a point of contact that will meet them on location and direct them to the exact delivery location(s). Specific routes into the delivery location will be confirmed prior to delivery by 4 ESR, in order to prevent potential unsafe travel by any civilian vehicles within the Gagetown Range and Training Area.

PROJECT AUTHORITY

4. The Project Authority for this requirement is:

Will be provided at contract award

CONCEPT OF DELIVERY

5. This requirement is time specific, having a start date of no later than 21 September 2015 and an end date of 30 September 2015. All materials shall be delivered by 21 September 2015, so that the proper method of payment may be initiated. Proper procurement guidelines will be followed to ensure that there are no contracting irregularities.

6. Prior to the contract being awarded, all bidders shall provide a sample of each class of material they would provide should they be awarded the contract. Samples must be received by 4 ESR no later than 16 September 2015 to the project authority, for independent review by the Canadian Forces School of Military Engineering Soils Lab. Samples must be delivered in accordance with the following standards:

- (1) Each sample must indicate the full range of particulate/rock sizes expected to be present in each class of required material;
- (2) Samples shall be labelled by type, source, and providing firm; and,
- (3) There is no minimum size for a sample; however, maximum sample size will be restricted to 50 kilograms so as to facilitate ease of delivery.

CONFLICT OF INTEREST

7. The Contractor(s) shall be obligated to declare to the Project Authority any interest or involvement that they may have, which may affect acceptance of the contract.

8. The Contractor(s) shall be obligated to declare any other conflict of interest issues that may be in place prior to or during the length of the contract.

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ANNEX "B" – BASIS OF PAYMENT

Item No.	Description	OEM Brand Name and Model Number	Unit of Issue	Quantity	Unit Price*	Extended Price
1	0-75 mm / 0-3" crushed stone (rock)	Gulf Operators, 0-3"	Ton	360	\$ _____	\$ _____
2	0-37.5 mm / 0- 1¼" crushed stone (rock)	Gulf Operators, 0-1¼"	Ton	6900	\$ _____	\$ _____
3	0-20 mm / 0-3/4" crushed stone (rock)	Gulf Operators, 0-3/4"	Ton	180	\$ _____	\$ _____
4	R-5 Riprap	Gulf Operators, R5	Ton	100	\$ _____	\$ _____
Subtotal						\$ _____
HST 13%						\$ _____
Total						\$ _____
* Unit price must include costs of delivery.						

Optional Items:

Item No.	Description	OEM Brand Name and Model Number	Unit of Issue	Quantity	Unit Price*	Extended Price
5	0-75 mm / 0-3" crushed stone (rock)	Gulf Operators, 0-3"	Ton	500	\$ _____	\$ _____
6	0-37.5 mm / 0- 1¼" crushed stone (rock)	Gulf Operators, 0-1¼"	Ton	6900	\$ _____	\$ _____
Subtotal						\$ _____
HST 13%						\$ _____
Total						\$ _____
* Unit price must include costs of delivery.						

The Financial Evaluation will be based on costs of all items (mandatory + optional, line items 1-6, taxes excluded)

