

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions**
Travaux publics et Services gouvernementaux
Canada
Cabot Place, Phase II, 2nd Floor
Box 4600
St. John's, NF
A1C 5T2
Bid Fax: (709) 772-4603

INVITATION TO TENDER
APPEL D'OFFRES

**Tender 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.

**Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
PWGSC / TPSGC - Nfld. Region
Cabot Place, Phase II, 2nd Floor
Box 4600
St. John's, NF
A1C 5T2

| | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------|
| Title - Sujet Snow Plow-St. Anthony Airport, NL | |
| Solicitation No. - N° de l'invitation T2012-150031/A | Date 2015-09-02 |
| Client Reference No. - N° de référence du client T2012-150031 | GETS Ref. No. - N° de réf. de SEAG PW-\$OLZ-009-6434 |
| File No. - N° de dossier OLZ-5-38126 (009) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-10-13 | |
| Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT | |
| 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: Fisher (OLZ), Christine | Buyer Id - Id de l'acheteur olz009 |
| Telephone No. - N° de téléphone (709) 772-8057 () | FAX No. - N° de FAX (709) 772-4603 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF TRANSPORT HERITAGE CRT 95 FOUNDRY ST P.O.BOX 42 MONCTON New Brunswick E1C8K6 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| 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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olz009

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Document Attached

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There are no security requirements associated with this Contract.

1.2 Requirement

The requirement is detailed under Annex "A" of the resulting contract clauses.

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

1.4 Trade Agreements

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

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.

2.1.1 SACC Manual Clauses

SACC *Manual* Clause B1000T (2014-06-26), Condition of Material

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.

2.3 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 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 Newfoundland and Labrador.

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

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation

Section II: 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

Must be completed by offeror with bid submission.

To be deemed responsive, offerors **must** meet the following:

-Please check accordingly:

Meets **all** specifications and conditions stated in Annex "A": Requirement/Pricing **and** Annex "B": Specification:

Met: _____ Not Met: _____

4.1.2 Financial Evaluation

SACC Manual Clause [A0222T](#) (2014-06-26), Evaluation of Price – Canadian/Foreign Bidders

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical Criteria

SACC Manual Clause A0031T (2010-08-16) Basis of Selection – Mandatory Technical Criteria

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.

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](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications 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.

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](#) 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

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

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 deliverables must be received on or before _____.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Christine Fisher, A/Contracting Officer
Public Works and Government Services Canada
Acquisitions Branch
The John Cabot Building, 7th floor
10 Barter's Hill, P.O. Box 4600
St. John's, NL A1C 5T2
Telephone: (709)772-8057
Facsimile: (709)772-4603
E-mail address: christine.fisher@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.

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6.5.2 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.

6.5.3 Contractor's Representative

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

6.6 Payment

6.6.1 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, as specified in Annex "A" for a cost of \$ _____.
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 Single Payment

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

6.6.4 SACC Manual Clauses

SACC Manual Clause C2000C (2007-11-30), Taxes – Foreign-Based Contractor

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6.7 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. 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 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.

6.9 Applicable Laws

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

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.

- the Articles of Agreement;
- the general conditions 2010A (2015-07-03), General Conditions – Goods (Medium Complexity);
- Annex A, Requirement/Pricing;
- Annex B, Specifications;
- Annex C, Information for Code of Conduct Certification; and
- the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

6.11 SACC Manual Clauses

SACC Manual Clause B1501C (2006-06-16), Electrical Equipment

SACC Manual Clause B1006C (2014-06-26), Condition of Material - Contract

SACC Manual Clause **D3014C** (2007-11-30), Transportation of Dangerous Goods/Hazardous Products

SACC Manual Clause A9068C (2010-01-11), Government Site Regulations

SACC Manual Clause A9049C (2011-05-16), Vehicle Safety

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6.12 Inspection and Acceptance

The Project Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.13 Shipping Instructions – Free on Board destination and Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract, including all delivery charges and customs duties and Applicable Taxes.

6.14 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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ANNEX "A"

REQUIREMENT/PRICING

Requirement:

Transport Canada requires the supply and delivery of a snow plow with hydraulic angling side wings that enable it to be used as straight plow and a box plow. The plow must be compatible for use on a CASE 721F loader and all functions must be able to be controlled from inside the cab, as per attached specifications at Annex B.

Pricing:

- Goods to be delivered FOB destination.

| Item | Description | Quantity | Pricing |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------|
| 1 | Snow Plow with Hydraulic Side Wings (All associated shipping/delivery costs are to be included in tender.) Year: _____ Brand: _____ Model: _____ | 1 | \$ |
| Subtotal | | | \$ |
| HST | | | \$ |
| Total | | | \$ |

Delivery

The plow shall be delivered to the St. Anthony Airport at 1 Airport Rd., St. Anthony, NL - within 120 calendar days after the contract has been awarded. Delivery costs shall be included in the bid price.

ANNEX "B"

EQUIPMENT SPECIFICATIONS/ MANDATORIES

Snow Plow with Hydraulic Side Wings
Transport Canada – St. Anthony Airport, NL

GENERAL SPECIFICATIONS

Contractor to complete in full.

| Item | Description | Met: Yes/No |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|
| 1. | Proven Equipment The plow supplied must be the manufacturer's latest model standard commercial product and shall have demonstrated industry acceptance by having been manufactured and sold in significant numbers. Equipment must be new and unused. | Met: ___Yes; No___ |
| 2. | Documentation Supplier must provide one (1) complete operations manual at time of delivery of the plow. The contract will not be considered complete until the requested manual is received at the equipment's delivery address. | Met: ___Yes; No___ |
| 3. | Inspection The contractor is responsible to ensure that the unit is thoroughly tested, inspected and that all deviations are corrected prior to delivery. A final inspection for acceptance shall be completed by the consignee at the time and point of delivery at the airport. | Met: ___Yes; No___ |
| 4. | Warranty Warranty shall be for a minimum of 12 months from date of delivery and acceptance, including all hydraulic devices, hitch mechanisms, and all items not considered under normal wear and tear. | Met: ___Yes; No___ |
| 5. | Delivery The plow shall be delivered to the St. Anthony Airport at 1 Airport Rd., St. Anthony, NL - within 120 calendar days after the contract has been awarded. Delivery costs shall be included in the bid price. | Met: ___Yes; No___ |

PARTICULAR SPECIFICATIONS

Transport Canada requires the supply and delivery of a snow plow with hydraulic angling side wings that enable it to be used as straight plow and a box plow. The plow must be compatible for use on a CASE 721F loader and all functions must be able to be controlled from inside the cab. The unit will be used for snow removal in an airport setting and must meet, at a minimum, the following criteria.

Mandatory:

Bidder must meet all the following minimum technical specifications to be deemed compliant.

| Item | Specification | Met | Not Met |
|------|-----------------------------------------------------------------------------|-----|---------|
| 1 | Maximum overall weight of plow – 2268 Kg (5000 lbs) | | |
| 2 | Centre plow width minimum – 3.65 m (12 ft) | | |
| 3 | Length of each side wing minimum 1.83m (6 ft) | | |
| 4 | Blade height minimum 1.2 m (48 in) | | |
| 5 | Centre blade angle rotation minimum +/-30° | | |
| 6 | Wing blade angle rotation minimum +/-180° | | |
| 7 | Each wing must be operated by 2 hydraulic cylinders | | |
| 8 | Each wing must be able to be controlled independently | | |
| 9 | Self leveling abrasion shoes installed on each wing | | |
| 10 | Mechanical steel trip edge on each wing | | |
| 11 | Capable of attaching to a front end loader using a CRAIG Quick Key coupler. | | |
| 12 | Minimum 3/4" x 6 " steel heavy duty trip edge | | |
| 13 | Must be coated by a baked powder paint | | |
| 14 | Provide replacement trip edge and shoes | | |
| 15 | Manufacturers Product Sheets to be included with bid. | | |

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ANNEX "C"
INFORMATION FOR THE CODE OF CONDUCT CERTIFICATION

MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

3. For a Joint Venture - the names of all current members of the Joint venture;

4. For an individual - the full name of the person;
