



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada  
The Cambridge Building  
3 Queen Street/3, rue Queen  
Charlottetown  
Prince Edward Island  
C1A 4A2

## 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

All enquiries are to be submitted in writing to the Contracting Authority, Crystal Bysterveldt, either by facsimile or by e-mail at:  
crystal.bysterveldt@pwgsc.gc.ca

**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  
The Cambridge Building  
3 Queen Street/3 rue, Queen  
PO Box 1268/CP 1268  
Charlottetown  
Prince Ed  
C1A 4A2

<b>Title - Sujet</b> Column Lifts and Stands	
<b>Solicitation No. - N° de l'invitation</b> WB105-160014/A	<b>Date</b> 2015-11-23
<b>Client Reference No. - N° de référence du client</b> WB105-160014	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PWC-024-3750	
<b>File No. - N° de dossier</b> PWC-5-38135 (024)	<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 2016-01-14</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Atlantic Standard Time AST
<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> Bysterveldt, Crystal	<b>Buyer Id - Id de l'acheteur</b> pwc024
<b>Telephone No. - N° de téléphone</b> (902) 940-7122 ( )	<b>FAX No. - N° de FAX</b> (902) 566-7514
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 3 ASG Maintenance Company EEM/SMP Heavy K-4, BLDG K-4 OROMOCTO New Brunswick E2V4J5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Requirement**

The requirement is detailed under the "Line Item Detail".

### **1.2 Requirement - Bid**

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

*(Derived from - Provenant de: B4008C, 2014/06/26 )*

### **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 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.

### **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.

Your proposal can be transmitted by fax to #902-566-7514 or by mail to the following address:

Bid Receiving Unit  
Public Works & Government Services Canada (PWGSC)  
3 Queen Street  
Charlottetown, PE  
C1A 4A2

### 2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **7** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

*(Derived from - Provenant de: A9076T, 2007/05/25 )*

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** 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)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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>). 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

##### **3.1.2 SACC Manual Clauses**

#### **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 "C")

#### 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 - Mandatory Technical Criteria

SACC Reference	Section	Date
A0031T	Basis of Selection - Mandatory Technical Criteria	2010/08/16

#### Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

*(Derived from - Provenant de: A0069T, 2007/05/25 )*

### 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.

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](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 Statement of Requirement

#### Requirement - Contract

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

*(Derived from - Provenant de: B4008C, 2014/06/26 )*

### 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](#) (2015/09/03), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.



## **6.4 Term of Contract**

All the deliverables must be received on or before **31 March 2016**.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Crystal Bysterveldt  
Title: A/ Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 3 Queen Street  
Charlottetown, PE  
C1A 4A2  
  
Telephone: (902) 940-7122  
Facsimile: (902) 566-7514  
E-mail address: crystal.bysterveldt@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**

#### **Technical Authority**

The Technical Authority for the Contract is:

**Details will be provided in any resulting contract**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_  
E-mail: \_\_\_\_\_.

The Technical Authority named above 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 Technical Authority, however the Technical 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.

*(Derived from - Provenant de: A1030C, 2007/05/25 )*

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### 6.5.3 Contractor's Representative

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

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

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

### 6.6 Payment

#### 6.6.1 Basis of Payment

##### Basis of Payment - Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price as specified in Annex B "for a cost of \$ \_\_\_\_\_ (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.

#### 6.6.2 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 Reference	Section	Date
C2000C	Taxes - Foreign-based Contractor	2007/11/30
C2608C	Canadian Customs Documentation	2015/02/25

### 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:

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

(Derived from - Provenant de: H5001C, 2008/12/12 )

## **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 (2015/09/03), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Statement of Requirement;
- (d) the Contractor's bid dated \_\_\_\_\_, as amended on \_\_\_\_\_" (to be completed at contract award by PWGSC)

## **6.11 Defence Contract**

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

## **6.12 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Section</b>	<b>Date</b>
C5201C	Prepaid Transportation Costs	2008/05/12
G1005C	Insurance	2008/05/12

## **6.13 Shipping Instructions - Delivery at Destination**

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

- (a) Free on Board (Destination) common carrier Base Maintenance, K-4, 5<sup>th</sup> Canadian Division Support Base Gagetown, Oromocto, New Brunswick, E2V 4J5 for shipments from the United States government; or
- (b) Delivered Duty Paid (DDP) Base Maintenance, K-4, 5<sup>th</sup> Canadian Division Support Base Gagetown, Oromocto, New Brunswick, E2V 4J5, Incoterms 2000 for shipments from a commercial contractor.

*(Derived from - Provenant de: D4001C, 2008/12/12 )*

#### **6.14 Warranty Period**

##### **Warranty - Contractor responsible for all costs**

Section 09 entitled Warranty of general conditions 2010A is amended by deleting subsection 2 in its entirety and replacing it with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

*(Derived from - Provenant de: K0031C, 2015/02/25 )*

## **ANNEX "A"**

### **STATEMENT OF REQUIREMENT**

#### **Mohawk Column Lifts and Stands**

1. Department of National Defence is purchasing Mohawk column lifts and stands to go with existing equipment.
2. Part# MP-18-503 Column lifts for 1 set of four
3. Part# JS-000-A-001 for 1 Set of four
4. Delivery instructions:  
F.O.B. destination  
5CDSG Gagetown,  
Base Maintenance, Bldg k-4,  
Oromocto, N.B. E2V 4J5

## ANNEX "B"

### BASIS OF PAYMENT

Prices are firm, all inclusive in Canadian funds, FOB destination and delivery charges included. Customs duties are included and applicable taxes are extra.

Item Description	Qty.	Firm Unit Price	Extended Price
Supply and delivery lift and stands, in accordance with all the specifications in Annex A, Requirement, and shipping to Oromocto, New Brunswick.			
Manufacturer Name and Model Number Mohawk		\$	\$
Column lift part# MP-18-503	1 set of 4		
Stands part# JS-000-A-001	1 set of 4		
	<b>Subtotal</b>		
		<b>HST (13%)</b>	
		<b>Total</b>	

## ANNEX "C"

### TECHNICAL CRITERIA

#### **MANDATORY REQUIREMENTS**

Bids **MUST** meet the mandatory requirements specified below. To demonstrate the requirements of the technical specifications are respected bidders **MUST respond with complete specification and/or descriptive literature of the equipment being offered.**

The complete specifications and/or descriptive literature should be submitted with the proposal but may be submitted afterwards. If the complete specifications and/or descriptive literature are not submitted as requested, the Contracting Authority will so inform the bidder and provide the Bidder with a time frame within which to meet this requirement. Failure to comply with the request of the Contracting Authority and to meet the requirement within that time period will render the bid non-responsive.

Any proposal which fails to meet the mandatory requirements will be deemed non-responsive.

**ATTENTION BIDDERS: WRITE BESIDE THE CRITERIA BELOW THE RELEVANT PAGE NUMBER(S) FROM YOUR PROPOSAL WHICH ADDRESSES THE ISSUE.**

		Page # Cross Ref	Met	Not Met	Comments
<b>M1</b>	<b><i>Mohawk column lift</i></b>				
M1.1	Part number #MP-18-503				
M1.2	Jack stands Part number #JS-000-A-001				
<b>M2</b>	<b>Delivery Date</b>				
M2.1	assembly must be delivered on-site no later than March 31, 2016				

