



**This bid solicitation cancels and supersedes previous bid solicitation number W0107-16DP02/A dated 2015-11-04 with a closing of 2015-12-15 at 02:00 PM EDST. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.**

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## PART 1 - GENERAL INFORMATION

### 1.1 Statement of Requirement

To supply, install and provide training for qty one (1) HYDRAULIC SHEAR which will be used for the On Job Training (OJT) of all Material Technicians at Bldg H-112, Maint Coy, Garrison Petawawa. A hydraulic shear is required that meets or exceeds the minimum mandatory specifications as outlined in Annex A – Statement of Requirement.

### 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 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 (2015-09-03) 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: 90 days

#### 2.1.1 SACC Manual Clauses

B1000T Condition of Material

2007-11-30

### 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 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 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**

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (1 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.

### **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**

It is mandatory that the items be technically compliant as per the descriptions. If your hydraulic shear does not fall within the minimum or maximum requirements your bid will be considered non-compliant.

#### **4.1.2 Financial Evaluation**

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

### **4.2 Basis of Selection – Mandatory 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 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 (<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 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" 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**

To supply, install and provide training for qty one (1) HYDRAULIC SHEAR which will be used for the On Job Training (OJT) of all Material Technicians at Bldg H-112, Maint Coy, Garrison Petawawa. A hydraulic shear is required that meets or exceeds the minimum mandatory specifications as outlined in Annex A – Statement of Requirement.

## **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>) 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**

### **6.4.1 Delivery Date**

Delivery and installation is required as soon as possible but no later than March 31, 2016. Please state your best delivery \_\_\_\_\_

### **6.4.2 Shipping Instructions – FOB Destination and DDP**

Incoterms 2000 "DDP Delivered Duty Paid" Garrison Petawawa

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Mary Lou Harrington  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Petawawa Procurement  
Bldg S-111, Garrison Petawawa, Petawawa, Ont. K8H 2X3

Telephone: 613-687-0789  
Facsimile: 613-687-6656  
E-mail address: Marylou.harrington@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.

### 6.5.2 Project Authority

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone : \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative

Name and telephone number of the person responsible for:

General Enquiries

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

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

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

Delivery follow-up

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

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

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

## 6.6 Payment

### 6.6.1 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



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

### 6.6.3 Single Payment

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

## 6.7 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.

## 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 Ontario.

## 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);
- (c) Annex A, Requirement
- (d) Annex B, Basis of Payment;
- (e) 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 Defence Contract

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

## 6.12 SACC Manual Clauses

B7500C	Excess Goods	2006-06-16
G1005C	Insurance	2008-05-12
B1501C	Electrical Equipment	2006-06-16

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## ANNEX "A"

### STATEMENT OF REQUIREMENT

#### 1. Scope

1.1 To purchase one ( 1 ) 8 foot hydraulic shear , capable of cutting full sheets of 4' X 8' mild steel 3/8 " inch in thickness, with digital readout and automatic micro adjustments, foot and manual controls.

#### 2. Requirement

2.1 Standard Design- The shear must be an accepted, well proven machine with industrial acceptance or based off a proven machine with industrial acceptance. This equipment must come with all components, equipment and accessories including safety accessories and parts normally provided with this equipment although the specifics may not be listed.

2.2 Operating - The Equipment must operate safely and efficiently without appreciable degradation in performance, reliability and maintainability under the following condition:

- (a) Cutting 3/8" thick mild steel In full length or width
- (b) Cutting 1/2" thick aluminum in full length and width
- (c) Repetitive cutting of all metal class 3/8" in thickness over the length or width.
- (d) have a minimum of 80 000 tensile strength cutting capabilities and 44 000 yield strength

2.3 Equipment Safety Regulations- This equipment must comply with all SCA, Canadian Labor Codes and CSC Standards with regards to safety , operation and other regulations in effect and applicable by law in Canada on the date of manufacture.

2.4 Human Engineering and Safety- The following must apply:

- (a) All systems and components must be safe and easy to operate by a 5-95th percentile male or female under all operating conditions;
- (b) Safety features such as warning and instruction plates, handles, steps, non-slip surfaces, and heat shields, guards must be provided where required; and
- (c) Instruction and warning plated must be labeled with ISO International Symbols where available of in bilingual text.
- (d) Vendor must install equipment, and provide full training to shop personnel selected by this office.
- (e) Vendor must deliver, install and test the equipment in place and attach all accessories as directed by this office.
- (f) If required, any modification to the building electrical system during the installation "must" be done by a certify electrician of the 4th Canadian Division Support Base Engineer Services.

2.5 Maintainability- Equipment must be designed for low maintenance and easy to maintain with a minimum of special tools and skills.

- (a) All maintenance and repair task, especially routine operator maintenance, must be easy to perform and in accordance with SAE (Standard American Engineering) recommended practice.
- (b) Vendor must have local maintenance and repair facilities in place in the Petawawa Geographical area. Or must be able to provide local maintenance and repairs from within the Petawawa geographical area.
- (c) Equipment must come with a minimum 1 year parts and labor warranty covering all mechanical moving parts, motors, pumps stationary component, framework, and all accessories

2.6 Equipment- This equipment must have the following features and accessories included with this purchase.

- (a) Pendant control with on/off function and stroke control
- (b) Led display back gauge control in inches and millimeters
- (c) Minimum 48 inches automatic back gauge travel
- (d) 3 position foot control
- (e) 4 foot squaring arm with metal tape measure in inches and millimeters
- (f) Hand slot in table
- (g) T-slot in front of table
- (h) A shadow light and line
- (i) High carbon, high chrome blade
- (j) front support arms
- (k) Rear sheet support
- (l) Powered blade clearance adjustment
- (m) Independent hold-down support
- (n) Oil cooler
- (o) Protractor
- (p) Ball transfer in table
- (q) High speed hydraulic
- (r) Hold-down pads

2.7 Painting- The equipment must be painted in accordance with the Standard Industrial Practices for good workmanship with compatible materials rendering a smooth appearance and must be applied in accordance with the product manufacturer's instructions to produce good adhesion and a durable finish free from runs, sags, orange peel, etc. Surfaces to be painted must be uniform and free from dust and rust particles.

2.8 Lubricants and Fluids- the equipment must use environmentally friendly hydraulic oil that is readily available within the Petawawa geographical location.

2.9 Electrical- The equipments electrical components must be compliant with all North American standards.

Must be able to run off 220 volt (3 phase) .

This equipment must have a minimum 30 hp motor (22KW).

- 3. Condition on Delivery- The Vendor must ensure the equipment is delivered and set-up with all components correctly adjusted for operational use, and that all items are defect and damage free upon delivery.

Training duration of a minimum of one (1) day must be performed by Vendor upon installation and must be completed within 14 days of receipt and installation.

Solicitation No. - N° de l'invitation

**W0107-16DP02/B**

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

**W0107-16DP02**

Amd. No. - N° de la modif.

File No. - N° du dossier  
**PET-5-43016**

Buyer ID - Id de l'acheteur

**PET903**

CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "B"**

### **PRICING BASIS**

See Attached.

## **ANNEX "B"**

### **PRICING BASIS**

#### **Pricing Instructions:**

Bidders will provide a firm, all-inclusive unit price in Canadian dollars (exclusive of HST). HST, if applicable, is extra to the price herein and shall be shown on any invoice as a separate item. Customs duties are included.

Incoterms 2000 "DDP Delivered Duty Paid", Garrison Petawawa, Petawawa, Ontario.

Item	Quantity	Firm Unit Price	Extended Unit Price (HST is extra to this price)
HYDRAULIC SHEAR, GUILLOTINE SHEAR DESIGN (not beam type) as per the minimum mandatories in Annex A – Statement of Requirement  Make/Model offered:  _____	1		