



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.

Title - Sujet Portable Generators w/ Light Tower	
Solicitation No. - N° de l'invitation W0501-160068/A	Date 2016-01-21
Client Reference No. - N° de référence du client W0501-160068	
GETS Reference No. - N° de référence de SEAG PW-\$PWC-024-3803	
File No. - N° de dossier PWC-5-38188 (024)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-02	Time Zone Fuseau horaire Atlantic Standard Time AST
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: Bysterveldt, Crystal	Buyer Id - Id de l'acheteur pwc024
Telephone No. - N° de téléphone (902) 940-7122 ()	FAX No. - N° de FAX (902) 566-7514
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE FCB GAGETOWN SUPPLY COY PO BOX 17000 STN FORCES 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

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

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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COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS
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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 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.

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.

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 (2 hard copies)

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" 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 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>) 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)

6.5.3 Contractor's Representative – **Bidder is to provide the following information**

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

Facsimile: _____

E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

Basis of Payment - Firm Lot Price, Firm Unit Price(s) or Firm Lot Price(s)

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 Single Payment

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

6.6.3 SACC Manual Clauses

SACC Reference	Section	Date
C2000C	Taxes - Foreign-based Contractor	2007/11/30

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) 4011 (2012/07/16), Supplemental General Conditions – "Goods – Medium Complexity";
- (c) the general conditions 2010A (2015/09/03), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment;
- (f) Annex C, Mandatory Technical Criteria
- (g) 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

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
B7500C	Excess Goods	2006/06/16
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) Delivered Duty Paid (DDP) Base Supply, Building B10, Champlain Street, CFB Gagetown, Orcomocto NB, 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

PURPOSE

1. The purpose of this document is to provide the general and specific requirements for the purchase of Portable Generator with light Tower including maintenance and repair services, on behalf of the Department of National Defence (DND).

DESCRIPTION OF GOODS AND SERVICES

General

2. On a purchase basis, provide Ten (10) trailer-mounted Generators with Lighting Tower, diesel-operated engine/generator. Lighting towers must include 4 x 1000 watts Lights (or greater) with 350 degree of rotation.

Quantities

3. The number of light towers required is indicated in Table 1, below.

Delivery

4. The Supplier is responsible for determining the type of packaging required and the appropriate means of transporting the supplied items to their destination.

5. The delivery of the ten (10) trailer-mounted Generators with Lighting Tower must be done no later than 31 Mar 16 at CFB Galetown. The identity of the person in charge of placement will be provided on the resulting contract.

6. Upon arrival at their destination, the items shall be inspected by the respective designated Representatives of the Provider and DND. A status report shall be produced for each item and signed by both Representatives. A copy of each report shall be provided to the DND Representative.

Table 1 - Items required

Item	Description	Quantity Required (Guaranteed)	Delivery Date (before or on)
1	Portable Generator with 4 x 1000-watt Light Tower, diesel-operated	10	31 Mar 16

7. Each light tower supplied must be a new model. The equipment must be delivered in perfect working condition. It must be inspected prior to delivery and meet the various provincial and federal safety standards for that type of equipment.

8. Each Light Tower supplied must meet the following technical features below.

- 8.1 Trailer-mounted, diesel-operated, mobile 4 x 1000-watt;
- 8.2 Tank capacity must be 240 litres or greater.

9. The following equipment must be included in the purchase of each Light Tower.

- 9.1 Four (4) 1,000-watt (minimum) lights.
- 9.2 One (1) generator with a capacity of 20 kW (continuous) or greater;
- 9.3 One (1) control panel with independent circuit breaker for each light/circuit;
- 9.4 One (1) 7.5-m (or greater) telescopic mast and adjustable head; and
- 9.5 Additional power output receptacles (with individual circuit breakers) for supply of 110 and 220 volts.

Warranty

10. Equipment must include a minimum one (1) year onsite warranty on parts, labour and manufacturer defect. An extended warranty, if available, may be offered in solicitation documents as a possible purchase option.

Training Requirements

11. The supplier will provide operating and maintenance manuals in both English and French.

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 Ten (10) Portable Generator with light Towers, in accordance with all the specifications in Annex A, Requirement, including training and shipping to Oromocto, New Brunswick. Manufacturer Name and Model Number _____ _____	1	\$	\$
Extended Warranty	1	\$	\$
	Subtotal		
	HST (13%)		
	Total		

ANNEX “C”

EVALUATION 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
M1	<i>Technical Specifications</i>				
M1.1	Must be Trailer Mounted				
M1.2	Must have a Lighting Tower				
M1.3	Must be equipped with a Fuel Tank of 240 litres or greater				
M2	<i>Accessories</i>				
M2.1	Must have 4 x 1000 Watt Lights				
M2.2	Must have a Generator, 20kw (continuous)				
M2.3	Must have a control panel with independent circuit breaker for each light/circuit				
M2.4	Must be equipped with a 7.5-m (or greater) telescopic mast and adjustable head				

		Page # Cross Ref	Met	Not Met	Comments
M 2.5	Must be have additional power output receptacles (with individual circuit breakers) for supply of 110 and 220 volts.				
M3	Warranty				
M3.1	Must have minimum a one (1) year onsite warranty on parts, a labour and manufacturer defect				
M4	Delivery Date				
M4.1	All trailers must be available before or on 31 Mar 2016				

ANNEX "D"

COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS OF THE BIDDER

NOTE TO BIDDERS: WRITE DIRECTORS' AND/OR OWNERS' SURNAMES AND GIVEN NAMES
