



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

Public Works and Government Services / Travaux
publics et services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3
Bid Fax: (613) 545-8067

**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

Address inquiries to the Contracting Authority at
Tammy.Weaver@pwgsc-tpsgc.gc.ca.

Title - Sujet Armour Stone	
Solicitation No. - N° de l'invitation 5P303-160663/A	Date 2017-05-04
Client Reference No. - N° de référence du client 5P303-16-0663	
GETS Reference No. - N° de référence de SEAG PW-\$KIN-508-7195	
File No. - N° de dossier KIN-6-46175 (508)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-06-14	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Weaver, Tammy	Buyer Id - Id de l'acheteur kin508
Telephone No. - N° de téléphone (613) 545-8059 ()	FAX No. - N° de FAX (613) 545-8067
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PARKS CANADA 1731 Point Pelee Drive RR1 LEAMINGTON Ontario N8H3V4 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 / Travaux publics et
services gouvernementaux
Kingston Procurement
Des Acquisitions Kingston
86 Clarence Street, 2nd floor
Kingston
Ontario
K7L 1X3

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 REQUIREMENT	2
1.2 DEBRIEFINGS	2
1.3 TRADE AGREEMENTS	2
PART 2 - BIDDER INSTRUCTIONS	2
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	2
2.2 SUBMISSION OF BIDS	2
2.3 ENQUIRIES - BID SOLICITATION	2
2.4 APPLICABLE LAWS	3
PART 3 - BID PREPARATION INSTRUCTIONS	3
3.1 BID PREPARATION INSTRUCTIONS	3
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	4
4.1 EVALUATION PROCEDURES	4
4.2 BASIS OF SELECTION	4
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	5
5.1 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	5
PART 6 - RESULTING CONTRACT CLAUSES	5
6.1 SECURITY REQUIREMENTS	5
6.2 REQUIREMENT	5
6.3 STANDARD CLAUSES AND CONDITIONS	6
6.4 TERM OF CONTRACT	6
6.5 AUTHORITIES	6
6.6 PAYMENT	7
6.7 INVOICING INSTRUCTIONS	8
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	8
6.9 APPLICABLE LAWS	8
6.10 PRIORITY OF DOCUMENTS	8
ANNEX "A"	9
REQUIREMENT	9
ANNEX "B"	10
BASIS OF PAYMENT	10
ANNEX "C" TO PART 3 OF THE BID SOLICITATION	11
ELECTRONIC PAYMENT INSTRUMENTS	11

PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 Trade Agreements

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2016-04-04) 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

2.2 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 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 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 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

[C3011T \(2013-11-06\)](#), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information 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

1. Bidders must provide proof with the bid that the stone is in accordance with clause 2 of the Canadian National Parks Act, the armour stone must come from a local source within the county of Essex.

4.1.2 Financial Evaluation

1. To arrive at the evaluated price, the quantity will be multiplied by the unit price.
2. *SACC Manual* Clause [A0220T \(2014-06-26\)](#), Evaluation of Price

4.2 Basis of Selection

4.2.1 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. Unless specified otherwise, 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 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.

5.1.1 Integrity Provisions – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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 the Contract.

6.2 Requirement

The Contractor must provide Armour Stone in accordance with the Requirement at Annex "A"..

Solicitation No. - N° de l'invitation
5P303-160663/A
Client Ref. No. - N° de réf. du client
5P303-16-0663

Amd. No. - N° de la modif.
File No. - N° du dossier
KIN-6-46175

Buyer ID - Id de l'acheteur
KIN508
CCC No./N° CCC - FMS No./N° VME

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 \(2016-04-04\)](#), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The Work is to be performed during the period of 11 September 2017 to 2 months after final delivery.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tammy Weaver
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
86 Clarence St., 2nd Floor
Kingston, Ontario
K7L 1X3

Telephone: 613-545-8059/613-484-1809
Facsimile: 613-545-8067
E-mail address: Tammy.Weaver@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.

Solicitation No. - N° de l'invitation
5P303-160663/A
Client Ref. No. - N° de réf. du client
5P303-16-0663

Amd. No. - N° de la modif.
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KIN-6-46175

Buyer ID - Id de l'acheteur
KIN508
CCC No./N° CCC - FMS No./N° VME

6.5.2 Project Authority (Will be provided in final contract)

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: _____

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

6.6 Payment

6.6.1 Basis of Payment

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex B, to a limitation of expenditure of \$_____ (*insert the amount at contract award*). Customs duties are included and Applicable Taxes are extra.

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 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

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.
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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 (2016-04-04), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____.

ANNEX "A"

REQUIREMENT

Supply and Deliver Armour Stone Point Pelee National Park

Background

The existing armour stone breakwall at Point Pelee National Park was constructed in the early 1970's. Due to natural erosion and deterioration, the breakwall is failing in many areas. The purchase of new armour stone will be used to replace missing rock along the entire 900 plus metres of the originally constructed asset.

Contractor Requirements

- Supply and deliver approximately 9000 tons of armour stone to Point Pelee National Park (1731 Point Pelee Drive, Leamington Ontario, Canada. Approximate amount required is 3000 – 3400 pieces (estimate only ...actual amount to be determined during placement).
- Armour stone to range from 2 to 4 tons per rock. Minimum 30% must meet the 4 ton weight.
- Hard, dense, angular quarry stone, free from seams, cracks or structural defects
- Respecting clause 2 of the Canadian National Parks Act, the armour stone must come from a local source within the county of Essex.

Specific to rock,

As rock exposed to natural weathering breaks down, its components get added to the ecosystem. It is important that the chemical constituents are similar to that of the native rock, and that the sand that is eventually produced is of the same colour, grain size and weight of the sand that is already present in the system. If it is not the same, then it will move, shift and accumulate differently and could cause changes in erosion and deposition rates. This is of particular concern at Pelee as the whole park is made of sand deposits, and the health of the shoreline system requires the appropriate movement of deposited sand.

Rocks that come from farther away have a higher probability of containing bacteria, fungus and other plants and animals that are non-native to the local area. This can cause introduction of species which can be invasive and extremely damaging. Some introduced species may not cause visible changes to the ecosystem through obvious invasion, but can disrupt local genetics and potentially cause undesirable effects on local plants and animals.

- Rock must be free of contaminants such as chemicals, bacteria, fungus, organic soils, seeds, animals and insects, fabricated metals, paint, etc.
- Rock must be delivered to the Tip of Point Pelee National Park, 1731 Point Pelee Drive, Leamington Ontario, commencing on September 11, 2017.
- Rock must be delivered Monday through Friday each week on a continuous feed rate that coincides with the placement rate on site or an agreed upon alternative until the completion of the project. **(severe weather delays may be expected and the contractor will halt delivery at the notification or the park representative)**

Parks Requirements

- Create / allow access to the site
- Off load armour stone from delivery trucks

Solicitation No. - N° de l'invitation
5P303-160663/A
Client Ref. No. - N° de réf. du client
5P303-16-0663

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Buyer ID - Id de l'acheteur
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CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

Basis of Payment

Item Description	Unit of Issue	Qty	Unit Price FOB Destination
Armour stone to range from 2 to 4 tons per rock. Minimum 30% must meet the 4 ton weight	Ton	9000	\$ _____ per ton

Solicitation No. - N° de l'invitation
5P303-160663/A
Client Ref. No. - N° de réf. du client
5P303-16-0663

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File No. - N° du dossier
KIN-6-46175

Buyer ID - Id de l'acheteur
KIN508
CCC No./N° CCC - FMS No./N° VME

ANNEX “C” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)