



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

Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095

**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

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
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

| | |
|--|--|
| Title - Sujet Moving Shop Equipment | |
| Solicitation No. - N° de l'invitation W6854-139157/A | Date 2017-07-24 |
| Client Reference No. - N° de référence du client W6854-139157 | |
| GETS Reference No. - N° de référence de SEAG PW-\$TOR-008-7325 | |
| File No. - N° de dossier TOR-7-40024 (008) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-08-10 | 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: Leslie, Sandra | Buyer Id - Id de l'acheteur tor008 |
| Telephone No. - N° de téléphone (905) 615-2069 () | FAX No. - N° de FAX (905) 615-2060 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB Borden 1000, Bldg P-154, Room 217A 16 RAMILLIES ROAD Borden Ontario L0M1C0 Canada | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| Delivery Required - Livraison exigée See Herein | Delivery Offered - Livraison proposée |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur | |
| Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| Signature | Date |

TABLE OF CONTENTS

| | |
|--|-----------|
| PART 1 - GENERAL INFORMATION | 3 |
| 1. INTRODUCTION | 3 |
| 2. SUMMARY | 3 |
| 3. DEBRIEFINGS | 3 |
| PART 2 - BIDDER INSTRUCTIONS | 4 |
| 1. STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS | 4 |
| 2. SUBMISSION OF BIDS | 4 |
| 3. FORMER PUBLIC SERVANT | 4 |
| 4. ENQUIRIES - BID SOLICITATION | 5 |
| 5. APPLICABLE LAWS | 6 |
| 6. MANDATORY SITE VISIT | 6 |
| PART 3 - BID PREPARATION INSTRUCTIONS | 7 |
| 1. BID PREPARATION INSTRUCTIONS | 7 |
| PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION | 9 |
| 1. EVALUATION PROCEDURES | 9 |
| 2. BASIS OF SELECTION | 9 |
| PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION | 10 |
| 1. CERTIFICATIONS REQUIRED WITH THE BID | 10 |
| 2. CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION | 10 |
| PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS | 11 |
| 1. INSURANCE REQUIREMENTS | 11 |
| PART 7 - RESULTING CONTRACT CLAUSES | 12 |
| 1. STATEMENT OF WORK | 12 |
| 2. STANDARD CLAUSES AND CONDITIONS | 12 |
| 3. SECURITY REQUIREMENTS | 12 |
| 4. TERM OF CONTRACT | 12 |
| 5. AUTHORITIES | 12 |
| 6. PROACTIVE DISCLOSURE OF CONTRACTS WITH FORMER PUBLIC SERVANTS | 13 |
| 7. PAYMENT | 13 |
| 8. INVOICING INSTRUCTIONS | 14 |
| 9. CERTIFICATIONS AND ADDITIONAL INFORMATION | 15 |
| 10. APPLICABLE LAWS | 15 |
| 11. PRIORITY OF DOCUMENTS | 15 |
| 12. INSURANCE REQUIREMENTS | 15 |
| 13. SACC MANUAL CLAUSE | 15 |
| ANNEX "A" | 16 |
| STATEMENT OF WORK | 16 |
| ANNEX "B" | 19 |
| BASIS OF PAYMENT | 19 |
| ANNEX "C" | 21 |
| INSURANCE REQUIREMENT | 21 |

Solicitation No. - N° de l'invitation
W6854-139157/A
Client Ref. No. - N° de réf. du client
W6854-139157

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-7-40024

Buyer ID - Id de l'acheteur
TOR008
CCC No./N° CCC - FMS No./N° VME

| | |
|--|-----------|
| ANNEX “D” | 24 |
| MANDATORY TECHNICAL EVALUATION CRITERIA | 24 |
| ANNEX “E” TO PART 3 OF THE BID SOLICITATION | 25 |
| ELECTRONIC PAYMENT INSTRUMENTS | 25 |

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides Bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Other Requirements: includes specific requirements that must be addressed by Bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Statement of Work, the Basis of Payment, and any other annexes as indicated in the Table of Contents.

2. Summary

The Department of National Defence (DND, Canadian Forces Base Borden (CFB Borden), Borden, ON has a requirement for the provision of relocation services of machine equipment. The proposed contractor will provide, but not be limited to, moving, leveling, commissioning/calibration of lathes, milling machines and other metal machining equipment.

The proposed period of the contract is from August 21, 2017 to September 8, 2017.

The machine shop equipment's are located at 264 Lundy's Lane, Borden, ON and will be moved to 83 Lundy's Lane, Borden, ON.

The requirement is subject to a preference for Canadian goods and/or services.

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.

PART 2 - BIDDER INSTRUCTIONS

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) (<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](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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.

3. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement](#)

Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

5. 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.

6. Mandatory Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site.

Arrangements have been made for the site visit to be held at:

Location: 264 Lundy's Lane, Borden, ON
Date: August 1, 2017
Time: 1:00 p.m. EDT

Bidders must communicate with the Contracting Authority no later than **2:00 p.m. (EDT), July 28, 2017** to confirm attendance and provide the name(s) of the person(s) who will attend.

Bidders will be required to sign an attendance sheet. Bidders should confirm in their bid that they have attended the site visit. Bidders who do not attend the mandatory site visit or do not send a representative will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

| | |
|--------------|---|
| Section I: | Technical Offer (1 hard copy or 1 fax copy) |
| Section II: | Financial Offer (1 hard copy or 1 fax copy) |
| Section III: | Certifications (1 hard copy or 1 fax 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 demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach") in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

- 1.1** Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

- 1.2 Electronic Payment of Invoices – Bid**

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

Solicitation No. - N° de l'invitation
W6854-139157/A
Client Ref. No. - N° de réf. du client
W6854-139157

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-7-40024

Buyer ID - Id de l'acheteur
TOR008
CCC No./N° CCC - FMS No./N° VME

If Annex "E" 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.

1.3 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

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.

1.1 Technical Evaluation

1.1.1. Mandatory Technical Criteria

See Annex E, Evaluation

1.2 Financial Evaluation

Bidders must submit pricing in accordance with Annex B, Basis of Payment, with their bid at bid closing;

The Total Evaluated Price will be calculated in the following method:

- a) The extended price will be calculated by multiplying the estimated level of effort values provided by the bidder's corresponding hourly rate.
- b) The total assessed offer price is the aggregate of all the extended prices in Annex "B", Basis of Payment.

1.2.2 The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

2. Basis of Selection

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.

1. Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

1.1 Integrity Provisions - Declaration of Convicted Offences

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

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 specified will render the bid non-responsive.

2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

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 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#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

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.

2.3 Additional Certifications Precedent to Contract Award

2.3.1 Canadian Content Certification

2.3.1.1 SACC *Manual* clause A3050T (2014-11-27) Canadian Content Definition.

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Insurance Requirements

The Bidder must provide a letter from an insurance broker or an insurance company licensed to operate in Canada stating that the Bidder, if awarded a contract as a result of the bid solicitation, can be insured in accordance with the Insurance Requirements specified in Annex C.

If the information is not provided in the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A".

2. 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.

2.1 General Conditions

2010C (2016-04-04), General Conditions – Services (Medium Complexity, apply to and form part of the Contract.

3. Security Requirements

3.1 There is no security requirement applicable to the Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract award to September 8, 2017 inclusive

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sandra Leslie
Title: Procurement Specialist
Public Services and Procurement Canada
33 City Centre Drive, Suite 480C
Mississauga, ON. L5B 2N5

Telephone: 905-615-2069
Facsimile: (905) 615-2060
E-mail address: sandra.leslie2@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.

Solicitation No. - N° de l'invitation
W6854-139157/A
Client Ref. No. - N° de réf. du client
W6854-139157

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-7-40024

Buyer ID - Id de l'acheteur
TOR008
CCC No./N° CCC - FMS No./N° VME

5.2 Project Authority

The Project Authority for the Contract is: **(will be inserted at contract award)**

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

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

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

5.3 Contractor's Representative *(To Be Filled Out By bidder)*

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

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

6. Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada.

7. Payment

7.1 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 \$_____. Customs duties are included and Applicable Taxes are extra.

7.2 Limitation of Price

SACC Manual clause [C6000C](#), (2011-05-16) Limitation of Price

7.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada

7.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
C0710C (2007-11-30), Time and Contract Price Verification

7.5 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)

8. 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.

Each invoice must be supported by:

- a. a copy of time sheets to support the time claimed
- 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.

9. Certifications and Additional Information

9.1 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.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable.*)

11. 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 2010C, (2016-04-04) General Conditions - Services (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) Annex C, Insurance Requirement
- (f) the Contractor's bid dated _____, (*insert date of bid*)

12. Insurance Requirements

The Contractor must comply with the insurance requirements specified in **Annex C**. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

13. SACC Manual clause

A9006C (2012-07-16), Defence Contract
A9039C (2008-05-12), Salvage
A9062C (2011-05-16), Canadian Forces Site Regulations
A9068C (2010-01-11), Government Site Regulations

ANNEX "A"

STATEMENT OF WORK

1. REQUIREMENT

The Department of National Defence (DND), Canadian Forces Base Borden (CFB Borden), Borden, ON has a requirement for the provision of relocation services. The proposed contractor will provide service including , but not be limited to, moving, leveling, commissioning/calibration of lathes, milling machines and other metal machining equipment.

The proposed period of the contract is from August 21, 2017 to September 8, 2017.

The machine shop equipment's are located at 264 Lundy's Lane, Borden, ON and will be moved to 83 Lundy's Lane, Borden, ON.

2. BACKGROUND

- a) The Department of National Defence (DND, Canadian Forces Base Borden (CFB Borden), Borden, ON, Royal Canadian Electrical and Mechanical Engineering (RCEME) School conducts technical courses for Regular and Reserve forces. These courses provide essential training programs for Electrical and Mechanical Engineering Officers as well as Vehicle, Weapons, Electronic-Optronic, and Material technicians. CFB Borden's RCEME program is currently run out of five buildings located across the South end of CFB Borden. The new facility, which is currently under construction, will consolidate several of the programs into a single training facility.

In support of this consolidation, specialized equipment and tools used to train students must be relocated from Buildings A-142 as shown in Appendix B – Site Map. The relocation of these items will require specialized equipment and moving expertise.

3. DOCUMENT OBJECTIVE

This Statement of Work (SOW) is intended to identify the project requirements and provide project information for the "Industrial Move" portion of this project. The aim of this SOW is to define scope of services in order for the Contractor to develop a proposal.

4. SCOPE OF WORK

- 4.1. The move will be broken into two phases, as noted on the attached equipment list identified in Section 5, Project Schedule.
- 4.2. New locations of equipment are provided in *Appendix F– Building S-165 Floor Plans and Equipment Layout*. The Contractor should allow for minor adjustments to the exact placement of the equipment, such as rotating and/or shifting equipment, as directed by the facility users and/or to ensure adequate operation of each piece of equipment;
- 4.3. The scope shall consist of all work necessary to move the equipment and accessories listed in Appendices B through D. These services include, but are not limited to, the following:
 - a) Shut down and start up procedures as required to ensure proper operation of the equipment before and after moving;

- b) Calibrating the equipment after the move;
- c) Packing and unpacking sensitive and delicate equipment and all associated accessories;
- d) Moving all equipment and associated accessories; and
- e) Anchoring equipment to the concrete slab as required.

4.4. The following items are not included in this contract:

- a) Hardwired electrical disconnections and reconnections.
- b) Compressed air disconnections and reconnections.

4.5. The Contractor must coordinate all electrical work with the DND Project Representative to ensure that disconnections and reconnections are done in accordance with the Contractors proposed schedule as outlined in Section 5.3;

4.6. There is no loading dock available in either building. Building A-142 is equipped with an overhead garage style door and a slab on grade. Building S-165 is equipped with extra-high double doors and a slab on grade.

5. PROJECT SCHEDULE

5.1. Schedule

This move must be completed in three phases:

- a) Phase 1: CRTT and Metals Equipment must be completed between August 21st, 2017 and September 1st 2017.
- b) Phase 2: Consists of equipment required by both Phase 1 and Phase 3 courses and must be completed between August 28th, 2017 and September 1st, 2017.
- c) Phase 3: Lathes and Milling Machines must be completed between August 28th, 2017 and September 8th, 2017.

5.2. Building occupants will conduct courses in the Lathe and Milling area in Building A-142 during Phase 1 work and will conduct CRTT and Metals training in Building S-165 during Phase 3 work.

5.3. The Contractor must submit an implementation plan outlining the work required to relocate and setup the equipment, including a detailed schedule of tasks adhering to the prescribed phases and timelines. The Contractor must allow for a minimum of 2 days for electrical disconnections and reconnections for each Phase 1 and 3.

6. PROJECT ADMINISTRATION

6.1. Scope and Change Management

- a) Do not proceed with any work that exceeds the project scope defined in this SOW or will result in a change to the contract unless authorized by the Contracting Authority.

- b) If the Contractor engages in work without authorization there will be no compensation for the work at a later date.

6.2. Health and Safety

- a) The Contractor must complete a Health and Safety Plan (HSP) specific to this project and provide a copy to the DND Project Representative for review prior to commencing fieldwork. The Contractor shall have a copy of their site-specific HSP available at all times while on site. The Contractor must also comply with DND health and safety policy, Canada Labour Code Part II, as well as any other applicable regulations, requirements, acts, etc.
- b) The HSP shall include, at a minimum, a signed / dated safety policy statement, emergency response plan, and a site-specific hazard assessment that assesses all known or potential hazards.
- c) In the event that the Contractor discovers conditions that pose an immediate significant threat to human health or the environment, the Contractor must notify the DND Project Representative immediately.
- d) Any accidents/incidents must be reported immediately to the DND Project Representative.
- e) The Contractor is responsible for identifying and managing all health and safety hazards and implementing control measures as appropriate to the scope of work.
- f) The Contractor is responsible for providing all equipment, PPE, etc. to complete their work. Proof of training as applicable must be available at all times for review.

6.3. Site controls and Restrictions / Security Issues

- a) If work involves site/field activities, the Contractor shall provide, install and maintain all necessary control measures to ensure the work does not significantly impact the condition and safety of surrounding environment;
- b) Abide by any Security restriction at the proposed site i.e. taking site photographs, cell phone, Blackberry control, Electronic shielding, etc.; and
- c) Unless advised otherwise, the work performed at the Base by the Contractor shall be carried out during the regular work week (Mon – Fri) within the normal working hours from 0730 – 1730 hrs (as directed by the DCC Representative), and shall be carried out with least possible interference or disturbance to building occupants, public and Base activities/operations.

List of Appendices

Appendix A – Site Map
Appendix B – Phase 1 List of Equipment
Appendix C – Phase 2 List of Equipment
Appendix D – Phase 3 List of Equipment
Appendix E – Building A-142 Floor Plans
Appendix F – Building S-165 Floor Plans and Equipment Layout

ANNEX "B"

BASIS OF PAYMENT

NOTE: Annex B includes estimated **level of effort** and the **Extended Price** columns. The estimated level of effort are provided in good faith for evaluation purposes only and does not represent an agreement by the Crown for the estimated level. Upon issuance of the Contract, wording that is italicized will be deleted from Annex B.

The Bidder **MUST** complete this pricing schedule and include it in its financial bid.

Price must be firm all inclusive hourly rate (in CAD \$) for each of the categories identified below.

The estimated level of effort included in this pricing schedule are provided for bid evaluated price determination purposes only and are not to be altered. They are not to be considered as a contractual guarantee.

The amount quoted must be in Canadian currency and must not include any amount for the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) as may be applicable.

Canada will not accept travel and living expenses that may need to be incurred by the Contractor for any relocation of resources required to satisfy its contractual obligations.

The hourly rate is to include the furnishing of all labour, materials, equipment, including tools, services, fuel charges and incidental costs, necessary or proper for the completion of the work.

"Extras" will not be allowed. It is the responsibility of the Bidder to take into account traffic, weather and other common factors.

| Service Item | Estimated Level of Effort (hrs) (A) | All Inclusive Firm Hourly Rate (B) | Total Estimated Cost (C = AxB) |
|--|---|--|-----------------------------------|
| A – Labour Category (Regular Work Week: Monday – Friday: 0730 – 1730) | | | |
| Crew Supervisor | 80 | \$_____per hour | \$ |
| Movers (packing and loading) | 100 | \$_____per hour | \$ |
| | | | \$ |

Solicitation No. - N° de l'invitation
W6854-139157/A
Client Ref. No. - N° de réf. du client
W6854-139157

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-7-40024

Buyer ID - Id de l'acheteur
TOR008
CCC No./N° CCC - FMS No./N° VME

| | | | |
|---|-----|-----------------|----|
| Installer (i.e. leveling, anchoring, testing) | 50 | \$_____per hour | |
| Vehicles, including a driver (Regular Work Week: Monday – Friday: 0730 – 1730) | | | |
| Cube Van (with or without hydraulic life) | 100 | \$_____per hour | \$ |
| Tractor & Trailer(s) | 100 | \$_____per hour | \$ |
| Forklift (or other lifting equipment) | 100 | \$_____per hour | \$ |
| Tools, rigging | 100 | \$_____per hour | \$ |
| Total Evaluated Price: | | | |

NOTE: Price is excluding applicable tax

ANNEX "C"

INSURANCE REQUIREMENT

A. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

- m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
- n. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

B. Automobile Liability Insurance

1. The Contractor must obtain Automobile Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence.
2. The policy must include the following:
 - a. Third Party Liability - \$2,000,000 Minimum Limit per Accident or Occurrence
 - b. Accident Benefits - all jurisdictional statutes
 - c. Uninsured Motorist Protection
 - d. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of cancellation.

C. All Risk in Transit Insurance

1. The Contractor must obtain on the Government's Property, and maintain in force throughout the duration of the Contract, All Risk Property in Transit insurance coverage for all applicable conveyances while under its care, custody or control, in an amount of not less than \$1,000,000 per shipment. Government Property must be insured on **Replacement Cost (new)** basis.
2. Administration of Claims: The Contractor must notify Canada promptly about any losses or damages to Government Property and monitor, investigate and document losses of or damage to ensure that claims are properly made and paid.
3. The All Risk Property in Transit insurance must include the following:
 - a. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority at least thirty (30) days written notice of any policy cancellation.
 - b. Loss Payee: Canada as its interest appears or as it may direct.
 - c. Waiver of Subrogation Rights: Contractor's Insurer to waive all rights of subrogation against Canada as represented by Department and National Defence and Public Works and Government Services Canada for any and all loss of or damage to the property however caused.

ANNEX "D"

MANDATORY TECHNICAL EVALUATION CRITERIA

The bidder must provide documentation and demonstrate in the offer that they meet each and every criterion. Failure to provide supporting documentation will result in the offer being deemed non-responsive.

| Criteria # | Mandatory Evaluation Criteria | Cross Reference to Proposal |
|------------|---|-----------------------------|
| M1 | <p>The bidder must demonstrate that they have a minimum of three (3) years' experience in performing projects for the de-commissioning, relocation and setup (levelling, anchoring, testing) of metal machining equipment such as lathes, milling machines, saws, drill presses, grinders, sanders, sheet metal shears and associated equipment.</p> <p>To demonstrate compliance, the bidder must submit the following information:</p> <ol style="list-style-type: none">1) Name of one (1) Project within the last three (3) years where that have de-commissioning, relocated and setup of metal machine equipment.2) A summary description of the services provided relative to the de-commissioning, relocated and setup of metal machine equipment. | |
| M2 | <p>The bidder must provide a detailed document outlining all equipment and tools required to complete the move and setup of the machining equipment.</p> | |
| M3 | <p>The bidder must demonstrate the ability to meet the prescribed timelines of the project. The bidder must submit a detailed implementation plan outlining the work required to relocate and setup the equipment, including a detailed schedule.</p> | |

Solicitation No. - N° de l'invitation
W6854-139157/A
Client Ref. No. - N° de réf. du client
W6854-139157

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-7-40024

Buyer ID - Id de l'acheteur
TOR008
CCC No./N° CCC - FMS No./N° VME

ANNEX “E” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts to be paid by 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)