



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada

Pacific Region

401 - 1230 Government Street
Victoria, B.C.

V8W 3X4

Bid Fax: (250) 363-3344

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 - Pacific
Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

Title - Sujet Hydraulic Shear	
Solicitation No. - N° de l'invitation W0103-187270/A	Date 2017-12-20
Client Reference No. - N° de référence du client W0103-187270	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-257-7402	
File No. - N° de dossier VIC-7-40159 (257)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-02-02	Time Zone Fuseau horaire Pacific Standard Time PST
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: Johnson, Laura E.	Buyer Id - Id de l'acheteur vic257
Telephone No. - N° de téléphone (250) 858-7200 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFAD Rocky Point Building 141, 5601 Rocky Point VICTORIA British Columbia V9A7N2 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	2
1.1 SECURITY REQUIREMENTS	2
1.2 STATEMENT OF REQUIREMENT	2
1.3 DEBRIEFINGS	2
1.4 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
2.5 EXISTING TECHNICAL PUBLICATIONS – TRANSLATIONS.....	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.....	5
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION	5
5.1 CERTIFICATIONS REQUIRED WITH THE BID	5
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	5
PART 6 - RESULTING CONTRACT CLAUSES	6
6.1 SECURITY REQUIREMENTS	6
6.2 STATEMENT OF REQUIREMENT	6
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
6.11 SACC <i>MANUAL</i> CLAUSES	8
6.12 INSURANCE	8
ANNEX "A"	9
STATEMENT OF REQUIREMENT	9
ANNEX "B"	11
BASIS OF PAYMENT AND EVALUATION.....	11
ANNEX "C"	12
PART 3 OF THE BID SOLICITATION	12

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this bid solicitation.

1.2 Statement of Requirement

The Work to be performed is detailed under Article 6.2 of the resulting contract clauses.

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 **fifteen (15)** working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

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

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

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 British Columbia.

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.

2.5 Existing Technical Publications – Translations

The Contractor grants to Canada a non-exclusive, perpetual, irrevocable and royalty-free license to translate and reproduce for government use all or any part of the technical publications supplied with the equipment delivered under the Contract. Copyright in the translation made by Canada or by independent contractors engaged by Canada will belong to Canada.

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 (one (1) hard copy)
- Section II: Financial Bid (one (1) hard copy)
- Section III: Certifications (one (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) (<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

SACC Manual Clause C3011T (2013-11-06), Exchange Rate Fluctuation

3.1.3 SACC Manual Clauses

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

Refer to Annex A: Statement of Requirement

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

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 Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of 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.

5.2.2 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 website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 Statement of Requirement

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

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

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before **March 31, 2018**.

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:

Laura Johnson
Public Works and Government Services Canada
Acquisitions Branch, Pacific Region
401 – 1230 Government St. Victoria, BC V8W 3X4
Telephone: (250) 858-7200
E-mail address: laura.johnson@pwgsc-tpsgc.gc.ca

Solicitation No. - N° de l'invitation
W0103-187270/A
Client Ref. No. - N° de réf. du client
W0103-187270

Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-7-40159

Buyer ID - Id de l'acheteur
VIC257
CCC No./N° CCC - FMS No./N° VME

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.

In the event that you are unable to contact the above noted Authority, please contact:
PAC.VICCA@tpsgc-pwgsc.gc.ca

6.5.2 Project Authority

(To be provided at contract award)

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

To be completed by the Bidder in their bid.

	Name	Telephone & Address	E-mail
Contract Enquiries			
Technical Enquiries			
Invoicing Enquiries			

6.6 Payment

6.6.1 Basis of Payment

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 a cost of \$ _____. 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

6.7 Invoicing Instructions

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.

Invoices must be distributed as follows:

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

6.8 Certifications 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 _____.

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, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____.

6.11 SACC Manual Clauses

SACC Manual Clause B1501C (2006-06-16) Electrical Equipment

SACC Manual Clause B7500C (2006-06-16) Excess Goods

SACC Manual Clause B1000T (2014-06-26) Condition of Material – Bid

SACC Manual Clause B4057T (2014-06-26) Technical Publications – Manuals – Bid

6.12 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX "A"

STATEMENT OF REQUIREMENT

Overview:

Department of National Defence – CFAD Rocky Point has the requirement to purchase a hydraulic shear to mutilate and cut large ammunition containers and practice ammunition earmarked for disposal. Supply and delivery of the hydraulic shear to CFAD Rocky Point, Building 141, 5601 Rocky Point, BC, V9C 4H3.

The mandatory delivery date is March 31, 2018.

Background:

There are large dummy ammunition containers that have become redundant and no longer usable as well as practice ammunition items that are also been taken out of service. These items must be mutilated prior to disposal, therefore an efficient system is required to prepare these items for disposal. The ammunition authority has recognized the factor and directed that the most cost effective and efficient means is the acquisition of a shears (Alligator Cutter).

Scope:

A hydraulic shear is required to cut through torpedo tubes. The Life Cycle Material Manager (LCMM) has directed that the large containers (torpedoes) must be cut into three parts, and the practice Torpedoes be cut into quarters. The torpedoes are 14" in diameter and therefore a tip to tip opening of at least 14" is the minimum required. The Torpedo containers have a larger diameter but the lid can be removed prior to cutting, so a similar tip to tip dimension will be required to dispose of the containers. The containers are constructed of steel and therefore a shear force in excess of 200 tonnes will be required to accomplish the task.

For each mandatory technical criterion, the Bidder must indicate whether the products proposed are compliant or not compliant by checking the appropriate box. Bidders MUST PROVIDE documentation to demonstrate compliance with the specifications and cross-reference with the page number of their supplied documentation. Simply stating that they meet the criterion is not sufficient. When referencing other documents submitted with the bid, the bidder should indicate the exact location of the referenced documents, including the document title, page number and paragraph/subparagraph number.

The Bidder must provide a response for each criterion. The Bidder must provide sufficient detail to permit a complete evaluation.

Solicitation No. - N° de l'invitation
W0103-187270/A
Client Ref. No. - N° de réf. du client
W0103-187270

Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-7-40159

Buyer ID - Id de l'acheteur
VIC257
CCC No./N° CCC - FMS No./N° VME

Item	Mandatory Requirements	Comments	Yes	No	Bid Page Ref #
MANDATORY MINIMUM REQUIREMENTS					
1.1	Hydraulic shear must be new, or like new. If the shear is reconditioned, it must be no older than 2012. The shear must be restored to its brand new condition: <ul style="list-style-type: none"> - any broken parts must be replaced - it must be newly painted - a new set of spare cutting blades must be included. It must be certified in writing to be in proper working condition.				
1.2	Tip to tip opening minimum 16 inches.				
1.3	Shear force: minimum of 200 tonnes, maximum of 250 tonnes.				
1.4	Blade length must be a minimum of 900 mm				
1.5	Noise level 82 +/- 3dBA				
1.6	Cut Control: single cut or continuous				
1.7	Standard Electrical Requirements 32A /3ph /max 600v /50 Hz or equivalent				
1.8	Power Rating: 18.5 /25hp				
1.9	Motor speed 1460 rpm				
1.10	Maximum system pressure 241 Bar /3500 psi				
1.11	Jaw fully open: 8 cuts per minute				
1.12	Cutting Capacity: <ul style="list-style-type: none"> 1.12.1 76mm (3") round bar 1.12.2 70mm (3") square bar 				
1.13	Delivery date: March 31, 2018 or earlier.				

ANNEX "B"

BASIS OF PAYMENT AND EVALUATION

Bidders must submit their financial bid using the financial evaluation table provided in this Annex. Bidders must provide pricing for all items in the financial evaluation table below. A bid addressing only a portion of the requirement detailed in the financial evaluation table will be declared non-responsive and given no further consideration in the evaluation process.

Pricing offered must be in **Canadian dollars**, Applicable Taxes excluded, Delivered Duty Paid (DDP) to CFAD Rocky Point, Building 141, 5601 Rocky Point, BC, V9C 4H3. Canadian customs duties and excise taxes included.

Firm unit price shall be inclusive of all direct and indirect expenses incurred in performing the requirement including but not limited to all labour, fringe benefits, overhead, supervision, tools, equipment, materials, parts, manuals, travel time, travel and living expenses, transportation costs, reports, general and administrative costs, profit required to do the work, all related duties and other costs paid by the Supplier such as additional surcharges, and transportation fees. No other charges will be accepted.

Failure to comply with any of the instructions provided in this Annex will render the bid non-responsive.

Financial Evaluation Table (Bidders must complete and submit this table with their bid)

Firm Requirement				
Item	Description	Distribution Unit	Quantity	Unit Price
1	Hydraulic Shear	Each	1	\$ _____
GST (5%)				\$ _____
Total Firm Price (Unit Price + GST)				\$ _____

Solicitation No. - N° de l'invitation
W0103-187270/A
Client Ref. No. - N° de réf. du client
W0103-187270

Amd. No. - N° de la modif.
File No. - N° du dossier
VIC-7-40159

Buyer ID - Id de l'acheteur
VIC257
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"

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)