



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

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

1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scotia
B3J 1T3
Bid Fax: (902) 496-5016

**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

Title - Sujet Hydraulic Box & Pan Brake	
Solicitation No. - N° de l'invitation W0100-200132/A	Date 2020-01-09
Client Reference No. - N° de référence du client W0100-20-0132	
GETS Reference No. - N° de référence de SEAG PW-\$HAL-309-10874	
File No. - N° de dossier HAL-9-83160 (309)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-02-19	Time Zone Fuseau horaire Atlantic Standard Time AST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: MacNeil, Blaine A.	Buyer Id - Id de l'acheteur hal309
Telephone No. - N° de téléphone (902) 403-3918 ()	FAX No. - N° de FAX (902) 496-5016
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE STN FORCES CUST SERV DIV, BLDG D-206, 2ND FL HALIFAX NOVA SCOTIA B3K5X5 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

Atlantic Region Acquisitions/Région de l'Atlantique
Acquisitions
1713 Bedford Row
Halifax, N.S./Halifax, (N.É.)
Halifax
Nova Scot
B3J 1T3

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

1. Security Requirement
2. Requirement
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Delivery
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents

List of Annexes:

Annex A	Statement of Requirement
Annex B	Compliance Check List

PART 1 - GENERAL INFORMATION

1. Security Requirement

There are no security provisions associated with this requirement.

2. Requirement

To acquire a hydraulically operated box and pan brake capable of bending 10 gage mild steel at a length up and including 96 inches.

Background:

The Material shop is responsible for the repair of all of the land based equipment within MARLANT. This often requires the ability to fabricate custom metal projects that cannot be purchased otherwise. Currently the weld shop has a hydraulic press brake which is unserviceable and unrepairable by local shops. The press brake was manufactured in the Netherlands and has no local repair facility and all attempts to diagnose the faults within the computers operating system has been unsuccessful and the "help line" cannot perform the required assistance. The issue has been that the press brake cannot bend an accurate angle and there is no way to add 1 or 2 degrees to get to a proper 90 degree angle. Recently the welders attempted to bend ¼" aluminum plate and the press cut it in half resulting in the operator pressing the emergency stop to prevent further damage to the work and possibly the machine. The persons in the weld shop have identified that they do not have trust in the equipment and are calling it unsafe and are refusing to use it.

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 of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

4. Trade Agreements

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

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 (2019-03-04) 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. 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

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

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

*Note that if your financial bid contains information relative to your technical proposal in terms of the technical evaluation, you should include an additional copy of the Financial Bid with all pricing information removed.

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

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.

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.

Section III: Certifications

Bidders must submit the certifications 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

The technical evaluation will be used for Canada to assess whether the mandatory requirements are met using the information provided with a bid. The bidder is responsible for submitting sufficient, clearly understandable information demonstrating that the bid meets the obligations set forth in this tender.

Canada reserves the right to verify that all of the mandatory specifications are met prior to the award of contract.

1.2 Financial Evaluation

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 associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its

obligations under the Contract, 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 may render the bid non-responsive or constitute a default under the Contract.

5.1. Certification Required With the Bid

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There are no security provisions associated with this requirement.

2. Requirement

The Contractor agrees to deliver the items and perform the work detailed in Annex A, Statement of Requirement.

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.

3.1 General Conditions

2010A (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Delivery

4.1 Delivery Terms

Delivery is required by 31 March 2020.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Blaine MacNeil
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Address: 1713 Bedford Row, Halifax, Nova Scotia, B3J 3C9

Telephone: 902-496-5180
Facsimile: 902-496-5016
E-mail address: blaine.macneil@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.

5.2 Project Authority (named upon award of contract)

The Project Authority for the Contract is:

Name:
Title:
Organization:
Telephone:
Email:

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

Name:
Title:
Organization:
Telephone:
Email:

6. Payment

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 price of **(Insert Bid Price Here) \$**_____. 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.

6.2 Limitation of Price

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

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.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and HRSDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the

"FCP Limited Eligibility to Bid" list. The imposition of such a sanction by HRSDC will constitute the Contractor in default as per the terms of the Contract.

9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Nova Scotia.

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 (2018-06-21);
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Compliance Check List;
- (e) the Contractor's bid dated _____ and any applicable amendments

ANNEX A

Statement of Requirement

Hydraulic Box and Pan Brake

Objective:

The objective of this statement of requirement is to acquire a hydraulically operated box and pan brake capable of bending 10 gage mild steel at a length up and including 96 inches.

Background:

The Material shop is responsible for the repair of all of the land based equipment within MARLANT. This often requires the ability to fabricate custom metal projects that cannot be purchased otherwise. Currently the weld shop has a hydraulic press brake which is unserviceable and unrepairable by local shops. The press brake was manufactured in the Netherlands and has no local repair facility and all attempts to diagnose the faults within the computers operating system has been unsuccessful and the "help line" cannot perform the required assistance. The issue has been that the press brake cannot bend an accurate angle and there is no way to add 1 or 2 degrees to get to a proper 90 degree angle. Recently the welders attempted to bend ¼" aluminum plate and the press cut it in half resulting in the operator pressing the emergency stop to prevent further damage to the work and possibly the machine. The persons in the weld shop have identified that they do not have trust in the equipment and are calling it unsafe and are refusing to use it.

Scope:

Requirements of the box and pan brake are as follows:

- Ability to bend up and including 96 inches of 10 gage mild steel
- At a minimum, must have adjustable widths including 2", 4" and 6" to facilitate 96 inch, full length bends
- Additional one-piece straight clamping bar (full length) for non-finger requirements
- Hydraulic power clamping with foot pedal control
- Back gauge
- If specialty tooling or gauges are required (wrenches/shims), they are to be included
- Fluids required for initial operation included
- Bend angle dial adjustment
- Max power input 600V, 60A, 3 pz
- Local (within 100km driving distance of delivery address) authorized repair representative and/or telephone tech support
- Delivery no later than 1530hrs local, 31 March 2020

Tasks:

The offeror must deliver the hydraulic box and pan brake prior to 31 March 2020 to TEME Mat Shop bay door 20, 3367 Windsor Street, BLDG WL57, Halifax, NS, B3K 5X5. The offeror must provide the following with the product:

1. Product data: Owner's manual including installation instructions and list of replacement parts.
2. All required parts and fluids required for initial startup.
3. Manufacturer's warranty.

Constraints:

CFB Halifax will not provide pick up of these items. All products must be delivered by 1530 hrs 31 March 2020.

Clients support:

CFB Halifax will not provide any client support.

Deliverables:

To provide a Hydraulic Box and Pan Brake that meets the requirements described within the scope.

Security :

ID check at gate for Willow Park.

Annex C

Compliance Check List

Bidders are to complete the following check list that will be used in the technical evaluation.

BIDS NOT INCLUDING THIS COMPLETED CHECK LIST WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED FOR CONTRACT AWARD.

	Mandatory Requirement	Comply (Y/N)
1	Ability to bend up and including 96 inches of 10 gage mild steel	
2	At a minimum, must have adjustable widths including 2", 4" and 6" to facilitate 96 inch, full length bends	
3	Additional one-piece straight clamping bar (full length) for non-finger requirements	
4	Hydraulic power clamping with foot pedal control	
5	Back gauge	
6	If specialty tooling or gauges are required (wrenches/shims), they are to be included	
7	Fluids required for initial operation included	
8	Bend angle dial adjustment	
9	Max power input 600V, 60A, 3 pz	
10	Local (within 100km driving distance of delivery address) authorized repair representative and/or telephone tech support. (Provide address in the comply box)	
11	Delivery no later than 1530hrs local, 31 March 2020	