



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1  
Bid Fax: (204) 983-0338

**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**

<b>Title - Sujet</b> Dry Goods Eureka	
<b>Solicitation No. - N° de l'invitation</b> K4E21-120058/A	<b>Date</b> 2012-04-24
<b>Client Reference No. - N° de référence du client</b> K4E21-120058	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-108-8030	
<b>File No. - N° de dossier</b> WPG-1-34526 (108)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-06-04</b>	
<b>Time Zone</b> Fuseau horaire Central Daylight Saving Time CDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Perkins, Bill	<b>Buyer Id - Id de l'acheteur</b> wpg108
<b>Telephone No. - N° de téléphone</b> (204) 983-0275 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> ENVIRONMENT CANADA ENVIRONMENT CANADA SUPPLY DEPOT 4905 DUFFERIN ST DOWNSVIEW ONTARIO M3H5T4 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**  
**Raison sociale et adresse du**  
**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada - Western  
Region  
PO Box 1408, Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3C 2Z1

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

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

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

### **3. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days  
Insert: ninety (90) days

#### **1.1 SACC Manual Clauses**

B3000T (2006-06-16), Equivalent Products

### **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 three (3) 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 Manitoba.

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

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

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**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**1.1 SACC Manual Clauses**

C3011T (2010-01-11), Exchange Rate Fluctuation

**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**

- a) Ability to perform the full scope of the work as described in Annex "A".
- b) Provision of pricing as requested in Annex "B", Basis of Payment. It will be mandatory for suppliers to provide pricing for a minimum of 90% (**there are 306 items listed, suppliers must bid on at least 274 of the 306**) of the items to be considered compliant. Bids will be evaluated on like items only.
- c) Compliance with the stated delivery requirements. **Mandatory Delivery June 22, 2012**.

**1.2 Financial Evaluation**

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

**2. Basis of Selection****2.1 Basis of Selection - Mandatory Technical Criteria**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

**3. Security Requirement**

There is no security requirement.

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. 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 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.

#### 1.1 Federal Contractors Program for Employment Equity - Certification

#### 1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than a reduction of their workforce to less than 100 employees. Any offers from ineligible contractors, including an offer from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Offeror, or, if the Offeror is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Offeror or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of FCP, having a workforce of 100 or more full-time or part-time permanent employees, or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site.

## **1.2 Canadian Content Certification**

**1.2.1** This procurement is conditionally limited to Canadian goods. A3063T (2010-01-11)

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

( ) a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

## **1.3 Canadian Content Certification**

**1.3.1** SACC Manual clause A3050T (2010-01-11) Canadian Content Definition

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

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

### 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A (2012-03-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

All the deliverables must be received on or before **June 22, 2012**.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Bill Perkins  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
100-167 Lombard Ave  
Winnipeg, MB, R3C 2Z1

Telephone: 204-983-0275  
Facsimile: 204-983-7796  
E-mail address: bill.perkins@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**

The Project Authority for the Contract is:

Name: \_\_\_\_ TBD \_\_\_\_

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**

Name: \_\_\_\_ TBD \_\_\_\_

Title: \_\_\_\_\_

Telephone : \_\_\_\_ \_

Facsimile: \_\_\_\_ \_

E-mail address: \_\_\_\_\_

**6. Payment**

**6.1 Basis of Payment**

**6.1.1 Basis of Payment - Firm Price or Firm Lot Price**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ TBD. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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 (2007-05-25), Limitation of Price

**6.3 Single Payment**

SACC Manual clause H1000C (2008-05-12), Single Payment

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## **7. Invoicing Instructions**

### **7.1 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 with the certifications 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 or 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 SACC Manual Clauses**

M3060C Canadian Content Certification 2008-05-12

## **9. Applicable Laws**

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

## **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 (2012-03-02) - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

### **11. SACC Manual Clauses**

B7500C (2006-06-16), Excess Goods

## **12. Insurance**

SACC Manual Clause G1005C (2008-05-12), Insurance

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## ANNEX "A" - REQUIREMENT

Environment Canada has a requirement for Dry Staple Foods, as detailed in Annex "B", including provisions for delivery to 4905 Dufferin Street, Downsview, Ontario, in accordance with the terms and conditions as detailed herein.

All goods are to be delivered FOB destination including all delivery charges.

**Delivery is mandatory by June 22, 2012 to the Supply Depot, 4905 Dufferin Street, Downsview, Ontario.**

**Please refer to the detailed List of Deliverables in Annex "B" - Basis of Payment.**

Delivery and packaging instructions:

All cartons, boxes, bags, etc., must be marked as follows:

**MARK OUTSIDE OF SHIPPING PACKAGE    \*\*NORS2012 - EUREKA\*\***

All packaging slips must be placed on the outside of packaging and packages must be marked with:

**NORS 12-EUREKA**

**PACKAGE WIDTH MUST NOT EXCEED 92 INCHES AND HEIGHT NOT EXCEED 90 INCHES.**

**THE MAXIMUM WEIGHT FOR EACH SHIPMENT BUNDLE IS 3000 LBS. OR 1360 KG**

Any/All delays, the supplier **MUST** notify the Project Authority as soon as they are known.

K4E21-120058 must be marked on all invoices, shipping labels and transportation waybills.

Wherever possible, environmental choice packaging is to be used.

Goods must be well-packed to withstand rough handling for shipment via sea to the High Arctic.

**\*\*\*Back orders are not acceptable without prior consent from Environment Canada. If any items are not available, contact the Project Authority as soon as possible to determine substitutes\*\*\***

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## **ANNEX "B" - BASIS OF PAYMENT**

Bidders are required to quote, firm unit price, F.O.B destination (Downsview, Ontario) including all delivery and off-loading charges for the list of Deliverables.

**NOTE: It will be mandatory for suppliers to provide pricing for a minimum of 90% (274 of the 306 items) of the items to be considered compliant. Bids will be evaluated on like items only.**

**If required, it is the bidders responsibility to provide calculations to convert package sizes offered to the unit of issue should be clearly demonstrated and cross-referenced to the applicable item number.**

**NOTE: Where name "Brand Name" items are listed, "equivalent" items will require final approval by the project Authority prior to Contract Award, *EXCEPT for Item #'s 7.37-7.41 Gatorade, equivalent items will not be accepted.***

**PLEASE SEE ATTACHED LIST OF ITEMS**