

**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

Title - Sujet OVEN AND RANGE	
Solicitation No. - N° de l'invitation W0133-13EA01/B	Date 2012-07-16
Client Reference No. - N° de référence du client W0133-13EA01	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-239-5972	
File No. - N° de dossier VIC-2-35015 (239)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-08-27	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
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: Large, Kathy	Buyer Id - Id de l'acheteur vic239
Telephone No. - N° de téléphone (250) 363-8456 ()	FAX No. - N° de FAX (250) 363-0395
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE BLDG 171 19 WING COMOX P.O.BOX 1000 STN MAIN LAZO British Columbia V0R2K0 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 - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

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

This bid solicitation cancels and supersedes previous bid solicitation number W0133-13EA01/A dated 2012/07/12 with a closing of 2012-08-22 at 2:00 PM PDT.

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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 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.

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>) 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 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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 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 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 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.

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)

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 (<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 8.5 x 11 inch (216 mm x 279 mm) 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.

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.

1.1 Exchange Rate Fluctuation

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

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**1.1.1 Mandatory Technical Criteria**

See Annex A, Requirement

1.2 Financial Evaluation

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

2. Basis of Selection

SACC Manual Clause A0069T, (2010-08-16), Basis of Selection

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. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Bidders must submit with their bid, by the bid solicitation closing date:

(a) a complete list of names of all individuals who are currently directors of the Bidder;

(b) a properly completed and signed form **Consent to a Criminal Record Verification (PWGSC-TPSGC 229)**, for each individual named in the list.

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 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.

2.1 Federal Contractors Program – Certification

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 the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

The Bidder 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, and/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 the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/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.

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

4. Term of Contract

4.1 Delivery Date

See Annex A, Requirement.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kathy Large
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 401-1230 Government St. , Victoria BC, V8W 3X4

Telephone: 250-363-8456

Facsimile: 250-363-0395
E-mail address: Kathy.large@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: _____
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: _____
Title: _____
Organization: _____
Address: _____

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

6. Payment

6.1 Basis of Payment

See Annex B.

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a **firm price**, as specified in **Annex B** for a cost of \$ _____. 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 (2011-05-16), Limitation of Price

6.3 Single Payment

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

7. Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

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.

9. Applicable Laws

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

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 (2012-07-16), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____.

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Buyer ID - Id de l'acheteur

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11. SACC Manual Clauses

B1501C (2006-06-16), Electrical Equipment

B7500C (2006-06-16), Excess Goods

ANNEX "A"**REQUIREMENT**

The Department of National Defense (DND) has a requirement to purchase the following:

Requirement A:

2 electric ranges: Garland 36ER32 OR EQUIVALENT* with the following specifications:

Evaluation Criteria	Meets (Evaluator to fill this in)	
	Yes	No
- Electric - 208 volt, 3 phase 60 Hz		
- Stainless steel front and sides		
- Stainless steel front rail		
- Chrome plated, 4 position removable rack guides w/oven rack		
- Electro-mechanical heavy-duty oven thermostat		
- 36" (914mm) all purpose work top area controlled by 3 thermostats, 290°/650°F (143°/343°C)		
- 3" (76mm) high stainless steel vent raiser		
- Heat resistant, cool to touch oven door handle		
- 6" (152mm) adjustable chrome plated legs (NSF)		

"GAS" will **not be** considered as acceptable.

Requirement B:

2 electric deck ovens: Garland E2055 or equivalent with the following specifications:

Evaluation Criteria	Meets (Evaluator to fill this in)	
	Yes	No
- Electric - 208 volt, 3 phase 60 Hz		
- Stainless steel exterior - front, sides, and legs		
- Aluminized top and back panels		
- Heat produced by tubular elements above and below the hearth		
- Flexibility of top/bottom heat ensured by 3-heat operating switches		
- Temperature range 200 ° F (93° C) to 550° F (288° C)		
- An 1-hour mechanical timer is standard on all decks.		
- Balanced oven door opens full width, level with deck		

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- Front-serviceable controls outside the heat zone		
- Roast Oven: 12 gauge steel hearth deck with 12" (305mm) interior height		
- Roast Oven: removable intermediate shelf		

"GAS" will **not be** considered as acceptable.

Installation:

DND will complete the installation.

Delivery:

Items to be delivered to Bldg-109, Monday to Friday 0730-1530

While delivery is requested by **September 14, 2012**, the best delivery that could be offered is _____

.

Annex B Basis of Payment

PRICING: The price of the bid must be submitted and evaluated in Canadian dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, Delivery Duty Paid (DDP) **to: Lazo BC V0R 2K0, Incoterms 2000, Canadian custom duties and excise taxes, included.**

No further charges will be allowed.

Item #	Description	Unit	QTY	Unit Price	Extended Price
1	Garland 36ER32 OR EQUIVALENT*	Each	2		
2	Garland E2055 OR EQUIVALENT*	Each	2		
3	Lump sum for delivery Delivered Duty Paid (DDP) Lazo BC V0R 2K0 Canada (*)	Lot	1		
Total Evaluated Price (Excluding GST/HST)					

The Total Evaluated price includes delivery (if applicable).

(*) If delivery charges do not apply (e.g. charges included in unit price of item 1), please fill in price as zero (\$0), NIL or N/C

* Equivalent Products

1.Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- a.designates the brand name, model and/or part number of the substitute product;
- b.states that the substitute product is fully interchangeable with the item specified;
- c.provides complete specifications and descriptive literature for each substitute product;
- d.provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
- e.clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

2.Products offered as equivalent in form, fit, function and quality will not be considered if:

- a.the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- b.the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

3.In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

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