

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 2Z4
Bid Fax: (250) 363-3344

SOLICITATION AMENDMENT MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise
indicated, all other terms and conditions of the Solicitation
remain the same.

Ce document est par la présente révisé; sauf indication contraire,
les modalités de l'invitation demeurent les mêmes.

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 2Z4

Title - Sujet SUPPLY CHILLER	
Solicitation No. - N° de l'invitation W3555-146947/A	Amendment No. - N° modif. 001
Client Reference No. - N° de référence du client W3555-146947	Date 2013-11-01
GETS Reference No. - N° de référence de SEAG PW-\$XLV-179-6333	
File No. - N° de dossier XLV-3-36032 (179)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-11-18	
Time Zone Fuseau horaire Pacific Daylight Saving Time PDT	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Cond, Anthony A.	
Buyer Id - Id de l'acheteur xlv179	
Telephone No. - N° de téléphone (250) 363-3309 ()	FAX No. - N° de FAX (250) 363-3960
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée	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

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Solicitation Amendment #1

This Solicitation Amendment is promulgated to make the following changes:

DELETE:

The price of the bid will be evaluated in Canadian Funds, the Goods and Services Tax included, CIP "Carriage and Insurance Paid to Destination, Dartmouth, NS (Incoterms 2000) for Goods.

INSERT:

The price of the bid will be evaluated in Canadian Funds, the Goods and Services Tax included, CIP "Carriage and Insurance Paid to Destination, Colwood, BC (Incoterms 2000) for Goods.

NOTICE REGARDING REVISED DOCUMENTS:

Bidders are requested to contact the Contracting Authority by e-mail (Para 6-5 of solicitation) to obtain updated revised copies of Annex A, Annex C-1 Tables and the Question and Answer Spreadsheet.

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PART 1 - GENERAL INFORMATION

1-1 Introduction

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

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

The Annexes include the Statement of Requirement and the *Financial Presentation Sheet*

1-2 Summary

1. The Statement of Requirement is as follows:

Supply and deliver one (1) Chiller for the Department of National Defence as described in Annex A and the attached Financial Presentation Sheet at Annex B.

2. Security Requirement

There is no security requirement associated with the Requirement.

3. Code of Conduct

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003.

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 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

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 2013-06-01 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 three (3) working 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.

2-4 Applicable Laws

1. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **British Columbia, (_____)** **Canada.**
2. 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

3-1 Bid Preparation Instructions

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

- | | |
|--------------|---------------------------------|
| Section I: | Technical Bid (1 copy) |
| Section II: | Financial Bid (1 copy) |
| Section III: | Certifications (1 copy) |
| Section IV: | Additional Information (1 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:

- use 8.5 x 11 inch (216 mm x 279 mm) paper;
- 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>).

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.

3-1.1 Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will satisfy the Requirement.

Bidders should verify their capability and describe their approach in a thorough, and clear manner for carrying out the work.

The Technical Bid should be concise and address, but not necessarily be limited to, all the mandatory points in the specification against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present

topics in the order of the requirement and under the same headings. See Part 4, Article 1.2 for more detail.

To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed. If the Bidder is of the opinion that any of the required specification items cannot be achieved or the item, as written, would preclude them from submitting a bid, they are to inform the Contracting Authority as per Part 2, Article 3

3-1.2 Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Financial Bid Presentation Sheet at Annex B. The total amount of Applicable Taxes must be shown separately.

3-1.3 Section III: Certification Requirements

Bidders must submit the certifications required under Part 5.

3-1.4 Section IV: Additional Information

Bidders must submit identified additional information.

3-2 Tables of Bid Deliverables

3-2.1 Mandatory Bid Deliverables

Regardless of requirements specified elsewhere in this bid solicitation and its associated Statement of Requirement, the following are the only mandatory documents that must be submitted with the response at the time of bid closing. The Bidder must be compliant on each item to be considered responsive.

Item	Description	Completed and Attached
Section I Technical Bid		
1	Solicitation document part 1 page 1, completed and signed	
Section II Financial Bid		
1	Annex B <u>Financial Bid Presentation Sheet</u> , completed	

3-2.2 Supporting Deliverables

If the following documents which support the bid are not submitted with the bid they may be requested by the Contracting Authority and they must be provided within **24 hours** of the written request:

Item	Description	Bid PT:	Bid Article	Attached	If requested
	Section II Financial Bid				
1	NOT USED - Examples of work schedules, tracking and Details of financial security	6	6-3		
	Section III Certification Requirements				
2	Code of Conduct - Provide a complete list of names of all individuals who are currently directors of the Bidder	1 & 5	1-2.3 5-2.1		
	Section IV Additional Requirements				
3	Changes to Applicable Laws, if applicable	2	2-4		

3-2.3 Supplementary Deliverables

The following information, which supports the bid, may be requested by the Contracting Authority, from the bidder and it must be provided within **5 working days** of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the CA
Section II Financial Bid			
1	Signed Consent Form (Consent to a Criminal Record Verification form- PWGSC-TPSGC 229) (http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html), as per articles 1-2.5 & 5-2.1		

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 specified below.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4-1.1 Responses to this Bid solicitation will first be examined to determine their compliance with the mandatory certifications, and the tables of deliverable requirements as detailed in Parts 2 & 5.

4-1.2 The Bidder's Technical Bid will then be examined to determine compliance with Mandatory Technical Specification items. The Technical Bid must also include Annex C, Table 1, completed with verification that the bid meets each mandatory criteria listed and includes the required bid reference information. The technical bid will then be evaluated and points assigned in accordance with the point rated evaluation criteria in Annex C.

4-2.1 Technical Evaluation

(a) Mandatory Technical Criteria

Mandatory Technical Criteria are given in Table 1 of Annex C.

(b) Point Rated Technical Criteria

Technical Criteria subject to point rating are given in Table 2 of Annex C.

- (c) Details of the technical evaluation and point rating procedure are given in Annex C, Evaluation Plan.

4-2.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars in accordance with Annex B, Customs duties are included and the Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

4.3 Basis of Selection - Lowest Price Per Point

1. To be declared responsive, a bid must:
 - (a) comply with all the requirements of the bid solicitation;
 - (b) meet all mandatory technical evaluation criteria; and
 - (c) obtain the required minimum of **175 points (70 percent)** overall of the points for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of **250** possible points.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.

-
3. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point, as calculated at article 4.6 of the Annex C, Evaluation Plan, will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

5-1 General

Bidders must provide the required certifications and documentation 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, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract..

5-2 Mandatory Certifications Required Precedent to Contract Award

5-2.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

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 Requirement

There is no security requirement applicable to this Contract.

6-2 Statement of Work

The Contractor must:

Supply and deliver one (1) Chiller for the Department of National Defence in accordance with the associated Technical Specifications detailed in the Statement of Requirement attached as Annex A, and the Financial Bid Presentation Sheet at Annex B.

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](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, 2013-04-25, General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

6-4 Delivery Date

All the deliverables must be received on or before **28 March 2014**. The Contractor must inform the Contracting Authority named in Article 6.5.1 when the goods have been shipped. In addition, the contractor must provide shipping details to allow the shipment to be tracked.

6-5 Authorities

6-5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Anthony Cond,
Title: Supply Team Leader
Address: Public Works and Government Services Canada
Pacific Region, Acquisitions, Marine
401 - 1230 Government Street, Victoria, BC, Canada, V8W 3X4
Telephone: 250-363-3309
Facsimile: 250-363-3960
E-mail address: Anthony.Cond@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6-5.2 Technical Authority

The Technical Authority for the Contract is:

Name: Tim Alford
Title: Industrial Engineering Technologist
Address: Department of National Defence
Fleet Maintenance Facility Cape Breton
Contracts Office
PO Box 17000 STN FORCES
Victoria, BC V9A 7N2
Telephone: 250-363-7872; Facsimile: 250-363-5015
E-mail address: Timothy.Alford@forces.gc.ca

The Technical 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 Technical Authority; however, the Technical 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 Inspection Authority

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or his representative. Should any report, document, good or service not be in accordance with the Requirements at Annex A and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of the Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

The Inspection Authority may designate, and be represented by, an Inspector (TI), Quality Assurance Representative (QAR) or Designated Engineering Authority (DEA).

6-5.4 Contractor's Representative

Name and telephone numbers of the person responsible for production:

Name: _____ Telephone No: _____

Facsimile No: _____ E-mail: _____

Name and telephone numbers of the person responsible for delivery:

Name: _____ Telephone No: _____

Facsimile No: _____ E-mail: _____

6-6 Payment**6-6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

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. 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.

6-6.2 Method of Payment

SACC Manual Clause H1000C Single Payment

2008-05-12

SACC Manual Clause C6000C Limitation of Price

2011-05-16

6-7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section of the General Conditions titled "Invoice Submission".

Invoice is to be made out to:

Department of National Defence
Fleet Maintenance Facility Cape Breton
Contracts Office
PO Box 17000 STN FORCES
Victoria, BC V9A 7N2 Attention: David Castle

Original invoice is to be sent for verification to:

Public Works and Government Services Canada
Acquisitions, Marine
401 - 1230 Government Street
Victoria, B.C. V8W 3X4 Attention: Anthony Cond

6-8 Certifications**6-8.1 Compliance**

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.

6-9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. **(To be completed by the Contracting Authority at Contract Award)**

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 (2013-04-25) Medium Complexity - Goods;
- c. Annex A, Statement of Requirement;
- d. Annex B, Basis of Payment;
- e. the Contractor's bid dated _____ (*insert date of bid*), as amended _____ (*insert date(s) of amendment(s) if applicable*).

6.11 Defence Contract

SACC Manual Clause A9006C Defence Contract 2008-05-12

6.12 Sub-contracts and Sub-contractor List

The Contracting Authority is to be notified, in writing, of any changes to the list of subcontractors before commencing the work.

When the Contractor sub-contracts work, a copy of the sub-contract purchase order is to be passed to the Contracting Authority. In addition, the Contractor must monitor progress of sub-contracted work and inform the Quality Assurance Authority on pertinent stages of work to permit inspection when considered necessary by the Quality Assurance Authority.

6.13 SACC Manual Clauses

B5007C Procedures for Design Change or Additional Work 2010-01-11

6.14 Delivery Preparation

Preparation for delivery and packaging are to be to the highest manufacturer's standard for the mode of transportation utilized, to ensure safe arrival at final destination.

6.15 Shipping Instructions

1. Goods must be consigned to the destination specified below and delivered:
CIP (Carriage Insurance Paid) to the destination per article 6.17, Incoterms 2000 for shipments from commercial contractor.
2. The Contractor is responsible for all delivery charges, administration, costs and risk of transport and customs clearance, including the payment of customs duties and taxes.
3. The Contractor must inform the Contracting Authority when the shipment has been consigned for delivery and must provide shipping details in the form of traceable waybill numbers, or other applicable information.

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6.16 Delivery Address

All components are to be delivered to the final destination address:

Canadian Forces Base Esquimalt

Main Warehouse, Building 66

Wilfert Road

Colwood, B.C.

CANADA V9C 1A3

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ANNEX A - STATEMENT OF REQUIREMENT

The Statement of Requirement will be supplied by the Contracting Authority under separate cover entitled:

Spec(Rev4)-MARPAAC-#293268-v3-MR_4382805_- _Submarine_Support_Chiller.DOC

To obtain a complete copy of the Statement of Requirement, the bidders must request this document from the Contracting Authority noted at Article 6-5.1

ANNEX B - FINANCIAL BID PRESENTATION SHEET

B1 Price for Evaluation

The price of the bid will be evaluated in Canadian Funds, the Goods and Services Tax included, CIP "Carriage and Insurance Paid to Destination, Colwood, BC (Incoterms 2000) for Goods.

Spec Item	Description	Qty	Unit Price	Extended Price
a.	Chiller per Annex A.	1	\$_____	\$_____
b.	Total Shipping Cost a FIRM PRICE of:			\$_____
c.	Total Price for Evaluation GST/HST Excluded [a + b]: a FIRM PRICE of:			\$_____

B2 Delivery

- a. While delivery is requested by **28 March 2014**, the best delivery that could be offered is _____ weeks (ARO) after receipt of order.
- b. As the delivery date is an essential part of this contract, except for excusable delays notified in accordance with Article 06 (Time of Essence) of 2010A, failure to communicate any changes to the delivery schedule specified in this contract will prejudice Canada and will, at Canada's discretion, entail either:
 - i. Contract Termination in accordance with General Conditions 2010A Article 06 (Time of the Essence) and Article 23 subsection 4, (Default by the Contractor), and the Contractor remains liable to Canada for any amounts, including milestone payments, paid by Canada and for all losses and damages which may be suffered by Canada by reason of the default, including any increase in the cost incurred by Canada in procuring the work from another source.; or
 - ii. Consideration for Contract Amendment. Delivery date(s) will not be extended without consideration being provided by the Contractor in the form of adjustment to the price, warranty, and/or services provided.

Any of the above remedies applied will be logged against Contractor performance. Unsatisfactory performance could debar a Contractor for a period of time from bidding on future requirements.

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ANNEX C - EVALUATION PLAN

The Evaluation Plan [EVAL-P] and Evaluation Table [EVAL-T] are provided in separate electronic documents entitled:

EVAL-P_Chiller-Standby.pdf

EVAL-T_Chiller-Standby - Rev4.pdf

To obtain the EVAL-P and EVAL-T the Bidder must make a request in writing to the Contracting Authority identified in Article 7-5.1.