

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

INVITATION TO TENDER

APPEL D'OFFRES

**Tender 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.

Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

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

Issuing Office - Bureau de distribution
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Kitchen Equipment	
Solicitation No. - N° de l'invitation W0134-14R020/A	Date 2014-01-09
Client Reference No. - N° de référence du client DND	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-183-10087
File No. - N° de dossier EDM-3-36306 (183)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-19	
Time Zone Fuseau horaire Mountain Standard Time MST	
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: Tikhonovitch, Alex	Buyer Id - Id de l'acheteur edm183
Telephone No. - N° de téléphone (780) 497-3541 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE Wing Commander / 4 Wing Bldg 171 - MDC Attn: Wing Foods PO Box 4280 Stn Forces COLD LAKE Alberta T9M2C6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION**1. Security Requirement**

There is no security requirement associated with this bid solicitation.

2. Requirement

The requirement is detailed under Annex A - Requirement.

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

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. 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 seven (7) 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 the province of Alberta.

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 (1 hard copy)

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 [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>).

To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

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

Compliant with Annex A, Requirement

1.2 Financial Evaluation

SACC Manual Clause A0220T (2013-04-25) Evaluation of Price

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

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.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 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.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's 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 " Limited Eligibility to Bid " list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor must provide items including installation, demonstration, and training in accordance with 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 (2013-04-25), 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 March 31, 2014.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Alex Tikhonovitch
Public Works and Government Services Canada
Acquisitions Branch
Western Region
5th Floor Telus Plaza North
10025 Jasper Avenue
Edmonton, Alberta T5J 1S6

Telephone: (780) 497-3541
Facsimile: (780) 497-3510
E-mail address: alex.tikhonovitch@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.

5.2 Project Authority

The Project Authority for the Contract is: **To be determined**

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot prices as specified in Annex "B"- Basis of Payment. 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 SACC Manual clause H1000C (2008-05-12), Single Payment

6.3 *SACC Manual Clauses*

SACC Manual clause C2000C (2007-11-30), Taxes - Foreign-based Contractor

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.

9. Applicable Laws

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

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), General Conditions - Goods (medium complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____

11. SACC Manual Clauses

SACC Manual clause B1501C (2006-06-16), Electrical Equipment

SACC Manual clause B7500C (2006-06-16), Excess Goods

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

ANNEX "A"**REQUIREMENT**

Department of National Defence (DND), Cold Lake, Alberta, has a requirement for the supply, delivery and offloading of:

- two (2) Gas Tilting Skillet/Braising Pans (with pan carrier and single pantry faucet);
- two (2) 40 gallon steam jacketed kettles (with double pantry faucet and swing spout);
- and one (1) 60 gallon steam jacketed kettle (with double pantry faucet and swing spout).

The Contractor must be a manufacturer or authorized reseller of the manufacturer of the unit they are offering to the Crown.

Delivery is mandatory to be no later than March 31, 2014.

Please indicate below:

Meet Delivery Requirement _____

or

Unable to Meet Delivery Requirement _____

Minimum Performance Specifications

To be considered responsive Bidders must clearly indicate compliance or noncompliance with each article below by inserting "Yes" or "No" under the "Comply" Column.

To demonstrate compliance, Bidders should also include and appropriately cross reference published technical information that confirms compliance with each mandatory criterion specified herein (unless stipulated as "not applicable for this item").

If published technical documentation does not exist for a specific requirement, then a written narrative explaining how the product offered meets the specification should be included with the Proposal. Failure to comply with any of the mandatory technical requirements will disqualify the bid from further consideration.

To ensure compliance is clear, the bidder should utilize a numbering system that corresponds to the numbering system below. An example of an acceptable system would be to indicate the specification reference number on a Tab stuck to the appropriate page of the technical documentation. The appropriate article of the technical documentation that demonstrates compliance should then be highlighted or underlined.

Minimum Performance Specifications for Gas Tilting Skillet/Braising Pans

Item	Description	Comply (Bidders shall indicate Yes or No)	Supporting Information (cross-reference)
1	The unit must be an electric/gas powered tilting skillet used to braise, grill, fry, simmer, and steam a large quantity of food including scrambled eggs, braised meats, soups, stews, and pasta dishes;		
2	The tilting skillet must be constructed with a hinged cover, a condensate vent, a box-shaped braising pan, and electric tilting mechanism;		
3	The unit must have 40 gallons (151 L) gas capacity with electric tilting mechanism and gas flamed;		
4	The unit must be one piece construction with coved corner, minimum 10 gauge stainless steel pan with a minimum 1½-inch thick aluminum plate finished interior and exterior;		
5	The unit must have stainless steel tubular legs with adjustable flange and or bullet feet;		
	Skillet:		
6	Angled front on pan for easy pour and a narrow footprint ;		
7	Cooking surface must be minimum 5/8" (16 mm) thick stainless steel clad plate;		
8	Spring assist hinged stainless steel cover with handle;		
9	No-drip condensate guide with draw off valve and a removable pour strainer;		
	Tilting Mechanism:		
10	Angled front on pan for easy pour and a narrow footprint;		

11	Cooking surface must be a minimum of $\frac{5}{8}$ " (16 mm) thick, stainless steel clad plate;		
12	Assist hinged stainless steel cover with handle;		
13	No-drip condensate guide;		
14	Removable pour strainer;		
15	Solid state temperature control;		
16	Electric ignition and ignition indicator light;		
	Electric Control Panel:		
17	Power switch;		
18	Thermostat with OFF position and thermostat indicator light;		
19	Pan tilt switch that shuts elements/burners off if tilted more than 5°;		
20	High temperature cut-off;		
	Temperature Operation Range:		
21	Minimum 230°C - 445°C;		
	Gas and power requirements:		
22	Minimum power requirements: 120V/60 Hz/1 Ph, when equipped with digital display or controls;		
23	Must be equipped with factory installed pilot safety system;		
24	Must have a flame loss safety shutoff;		
	Must have the following attachments:		

25	Pan Carrier;		
26	Pantry faucet, mounts on rear of console.		

Make and Model Number of Product(s) Offered: _____

Minimum Performance Specifications for Steam Jacketed Kettles

Item	Description	Comply (Bidders shall indicate Yes or No)	Supporting Information (cross-reference)
1	The unit must be Self-contained Direct steam jacketed kettles with manual or electrical tilt and contain a faucet with swing spout;		
2	Two units: 40 gallon (+/- 5%) capacity; One unit: 60 gallon (+/- 5%) capacity;		
	Material and Construction:		
3	Stainless steel type 316;		
4	A $\frac{2}{3}$ double wall kettle or jacket covering the bottom to provide space for steam to circulate, then heating the cooking surface;		
5	Rear or side accessible pressure gauge and pressure relief valve to prevent tampering and injury;		
6	Reinforced rolled rim design to prevent damage to kettle rim;		
7	Faucet mounting bracket, tangent draw-off valve with drain strainer;		
8	Assisted, 45° hinged to rear rotatable stainless steel cover;		

9	Self-contained steam system;		
10	Free standing units must be mounted on a pedestal or on an open or cabinet style base;		
11	Pressure range from 35 psi to 50 psi;		
12	Units must Contain a Faucet with a swing out spout;		
	Controls must include:		
13	Adjustable temperature control dial ;		
14	Electric or manual tilt control;		
15	All controls to be water resistant, splash-proof construction;		

Make and Model Number of 40 gallon steam jacketed kettles Offered: _____

Make and Model Number of a 60 gallon steam jacketed kettle Offered: _____

Bids which do not meet all of the Minimum Specifications listed above will be deemed non-compliant and given no further consideration.

If your literature/specification is not enclosed with your tender at solicitation closing, your literature/specification must be received within ten (10) working days of request by the Contracting Authority.

If upon delivery and acceptance, the product is found not to meet the Minimum Performance Specifications, the product will be returned at the Suppliers expense and the Contract terminated for default.

ANNEX B**BASIS OF PAYMENT**

- The Firm Unit Prices must be FOB Destination and include all delivery and off-loading charges to the Department of National Defence Canada, 4 Wing Cold Lake, Wing Supply building 171, Cold Lake, Alberta, T9M 2C6;
- Firm Lot Prices do not include GST, however GST will be added as a separate line item to any invoice issued as a result of a Contract.
- All prices must be in Canadian dollars.

Item	Description	Qty.	Firm Unit Price	Extended Price
1	Supply and delivery of the gas tilting skillet/braising pan in compliance with the Minimum Performance Specifications outlined in Annex "A"	2 lots	\$_____/lot	\$_____
2	Supply and delivery of the 40 gallon steam jacketed kettle in compliance with the Minimum Performance Specifications outlined in Annex "A"	2 lots	\$_____/lot	\$_____
3	Supply and delivery of the 60 gallon steam jacketed kettle in compliance with the Minimum Performance Specifications outlined in Annex "A"	1 lot	\$_____/lot	\$_____
Total Assessed Bid Price:				\$_____