

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions**  
**Travaux publics et Services gouvernementaux**  
**Canada**  
**Room 1650, 635 8th Ave. S.W.**  
**Calgary**  
**Alberta**  
**T2P 3M3**

## **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**

This requirement is subject to the Nunavut Land Claim Agreement/ Cet achat est soumis à l'accord de revendications territoriales du Nunavut.

<b>Title - Sujet</b> Non Perishable Food - Eureka	
<b>Solicitation No. - N° de l'invitation</b> K4E21-140005/A	<b>Date</b> 2014-05-13
<b>Client Reference No. - N° de référence du client</b> K4E21-140005	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$CAL-097-6233	
<b>File No. - N° de dossier</b> CAL-4-37004 (097)	<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 2014-06-23</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Mountain Daylight Saving Time MDT
<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> Levesque-Welch, Nicole	<b>Buyer Id - Id de l'acheteur</b> cal097
<b>Telephone No. - N° de téléphone</b> (403) 292-4716 ( )	<b>FAX No. - N° de FAX</b> (403) 292-5786
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF THE ENVIRONMENT ADMINISTRATION EASTGATE OFFICES, 9250 49 ST EDMONTON Alberta T6B1K5 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/Travaux  
publics et Services gouvernementaux Canada  
Room 1650, 635 8th Ave. S.W.  
Calgary  
Alberta  
T2P 3M3

<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

 Public Works and Government Services Canada		Travaux publics et Services gouvernementaux Canada		Document No.K4E21-140005/A		Part - Partie 1 of - de 2					
				See Part 2 for Clauses and Conditions Voir Partie 2 pour Clauses et Conditions							
Item Article		Description		Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine		Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Non Perishable Food - Eureka	K4E21	K4E21	1	Each	\$	XXXXXXXXXXXX	See Herein			

See Part 2 for Clauses and Conditions  
Voir Partie 2 pour Clauses et Conditions

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**NON PERISHABLE FOOD, EUREKA, NU****PART 1 - GENERAL INFORMATION****1. Requirement**

Environment Canada has a requirement for Non Perishable Food at the Eureka Weather Station, Eureka, NU. Back orders will not be accepted. Goods must be well packed to withstand rough handling for shipment via sea to the High Arctic. Wherever possible, environmental choice packaging is to be used.

Items must be delivered to the Environment Canada Supply Depot, 4905 Dufferin Street, Downsview, Ontario on or before July 4, 2014.

This procurement is subject to the Nunavut Land Claims Agreement.

**2. 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.

**3. Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

## 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 (2014-03-01) 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	Equivalent Products	2006-06-16
B4024T	No Substitute Products	2006-08-15

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered 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 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: Financial Bid (one hard copy)

Section II: Certifications (one 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>). 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: 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 (2013-11-06), Exchange Rate Fluctuation

#### 1.2 Prices - Items

Bidders must submit firm prices for all items listed in Annex "B".

#### Section II: 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 Financial Evaluation

The total aggregate evaluated price of each bid is calculated by:

- 1. multiplying the unit price under Annex "B" (initial contract period) for each product by required quantities; plus
- 2. the estimated cost of \$50,000.00 plus the percentage added to the bidder's cost price (Cost Plus) for option year #1; plus
- 3. the estimated cost of \$50,000.00 plus the percentage added to the bidder's cost price (Cost Plus) for option year #2.

Pricing must be provided for a minimum of 86% (222 out of 258) of all items listed in Annex "B" - Basis of Payment. Failure to provide pricing for a minimum of 86% of the items and the Cost plus percentage for the option years will render the bid non-complaint without further consideration being given.

*SACC Manual Clause A0222T (2013-04-25), Evaluation of Price*

### 2. Basis of Selection

(A0069T, 2007-05-25)

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.

## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

### **1. Certifications Required Precedent to Contract Award**

#### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - 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 "FCP 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 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 (2014-03-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Period of the Contract**

The period of the Contract is from date of Contract to May 31, 2015 inclusive.

#### **4.2 Mandatory Delivery Dates**

All the deliverables for the above contract period must be received on or before July 4, 2014. Deliveries for option years must occur once per year and be completed on or before June 15th of that year unless approved by the Project Authority.

#### **4.3 Option to Extend the Contract**

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to two additional one year periods, June 1, 2015 to May 31, 2016 and June 1, 2016 to May 31, 2017 inclusive, under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least thirty (30) calendar days before the expiry date of the Contract. The option may only be exercised by the Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Nicole Levesque-Welch  
Supply Specialist

Telephone: 403-292-4716  
Facsimile: 403-292-5786  
Email: nicole.levesque-welch@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 at contract award\*\*\***

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 (To be completed by bidder)

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

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

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

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

## 6. Payment

### 6.1 Basis of Payment - Limitation of Expenditure

The Contractor will be reimbursed for the costs reasonably and properly incurred in the performance of the Work, as determined in accordance with the Basis of Payment in Annex "B", to a limitation of expenditure of \$TBD. Customs duties are included and Applicable Taxes are extra.

### 6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ TBD. Customs duties are included and Applicable Taxes are extra.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:
  - a. when it is 75 percent committed, or
  - b. four (4) months before the contract expiry date, or
  - c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.
3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

### 6.3 SACC Manual Clauses

C2000C	Taxes - Foreign-based Contractor	2007-11-30
H1001C	Multiple Payments	2008-05-12

## 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. Contract number K4E21-140005 must be marked on all invoices.
3. 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

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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 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 (2014-03-01), General Conditions - Goods (Medium Complexity);
- (c) Annex "A", Requirement;
- (d) Annex "B", Basis of Payment;
- (e) the Contractor's bid dated TBD.

## 11. SACC Manual Clauses

B7500C	Excess Goods	2006-06-16
G1005C	Insurance	2008-05-12
D0018C	Delivery and Unloading	2007-11-30
D5328C	Inspection and Acceptance	2007-11-30

**ANNEX "A"****REQUIREMENT**

**Title:** Non Perishable Food, Eureka, NU

**Objective:**

Environment Canada has a requirement for Non Perishable Food at the Eureka Weather Station, Eureka, NU. Back orders will not be accepted. Goods must be well packed to withstand rough handling for shipment via sea to the High Arctic. Wherever possible, environmental choice packaging is to be used.

This procurement is subject to the Nunavut Land Claims Agreement.

**Background:**

The Eureka Weather Station is a self-contained isolated Weather station that operates year round 24 hours a day. There are nine permanent staff members at the Eureka Station, who are either employees of, or under contract to the Government of Canada. Eureka is located in the High Arctic, approximately 1100 kilometres from the North Pole, with very limited travel access. To reach Eureka, it requires a charter with an average flight time of 10 hour from Yellowknife. Goods are either delivered via the monthly charter flight from Yellowknife, with limited cargo space, or via the Annual Sealift process.

In addition to the regular meteorological programs, the station acts as a platform for many other scientific and commercial operations as it is the only location in the vicinity with an airstrip, accommodations and year round operations. The normal population of Eureka is 9, but has accommodation for up to 50 persons.

The Annual Sealift provides an opportunity to acquire a large quantity of non-perishable food items.

**Requirement:**

1. For option periods, Environment Canada will confirm items and quantities no later than 30 days prior to required delivery date.
2. All products supplied must be in accordance with the latest issue of the relevant quality standard specified, i.e. CGSB Standards, Canada Choice, etc. as well as the Canadian Food Acts and Regulations.
3. All Packages must be marked with "NORS2014 - EUREKA - NON PERISHABLE FOOD \*\*DO NOT FREEZE\*\*"
4. Case lots that are not full must be packed with packing materials to prevent damage of contents. The dry goods will be travelling by ship and handled many times prior to delivery in Eureka. The Warehouse will pack the dry staples in containers to minimize damage or breakage.
5. Cartons/Packages must not exceed 92 inches in width and 90 inches in height.
6. The maximum weight for each shipment bundle is 3,000 lbs or 1,360 Kg.

**Environment Canada Responsibilities:**

Solicitation No. - N° de l'invitation

K4E21-140005/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

cal097

Client Ref. No. - N° de réf. du client

K4E21-140005

File No. - N° du dossier

CAL-4-37004

CCC No./N° CCC - FMS No/ N° VME

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1. The Environment Canada Downsview Warehouse will be responsible for the final packaging/crating and will consolidate the received goods for furtherance to the Eureka Weather station via the Annual Sealift.

**Delivery location:**

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

Environment Canada Supply Depot  
4905 Dufferin Street  
Downsview, ON M3H 5T4

2. Contract number K4E21-140005 must be marked on all shipping labels and transportation waybills.
3. 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:**

1. Back orders are not acceptable.

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**ANNEX "B"****BASIS OF PAYMENT**

1. 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.
2. Pricing must be provided for a minimum of 86% (222 out of 258) of all items listed in Annex "B" - Basis of Payment. Failure to provide pricing for a minimum of 86% of the items and the Cost plus percentage for the option years will render the bid non-complaint without further consideration being given.
3. Where "Brand Name" items are listed, substitutes won't be considered. Items marked with "NO SUB" must not be substituted with generic brands. All other items are preferred brands, if a brand is specified.
4. Proposed package sizes must be within +/- 15% of the stated requested package size, unless specified differently.
5. Additional items may be added closer to the delivery date. If this occur, pricing will be the same as quoted below.
6. For the purpose of the financial evaluation, any variance in offered formats between bids will be calculated based on the "price per unit of measurement". To ensure bids are evaluated fairly, the evaluation team will perform the conversion, not the bidder.

**A. CONTRACT PERIOD: FROM DATE OF AWARD TO MAY 31, 2015 INCLUSIVE**

*See attached spreadsheet*

**B. OPTION YEAR #1: JUNE 1, 2015 TO MAY 31, 2016 INCLUSIVE**

Pricing during this option year will be charged at cost plus \_\_\_\_%. Must include all delivery and off-loading charges for the list of deliverables identified under the initial contract period.

**C. OPTION YEAR #2: JUNE 1, 2016 TO MAY 31, 2017 INCLUSIVE**

Pricing during this option year will be charged at cost plus \_\_\_\_%. Must include all delivery and off-loading charges for the list of deliverables identified under the initial contract period.