

**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 100,  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6  
Bid Fax: (204) 983-0338

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Packaged Terminal Air Conditioners	
<b>Solicitation No. - N° de l'invitation</b> W0117-157002/A	<b>Date</b> 2015-05-27
<b>Client Reference No. - N° de référence du client</b> W0117-157002	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$WPG-011-9476	
<b>File No. - N° de dossier</b> WPG-4-37342 (011)	<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 2015-07-07</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Central Daylight Saving Time CDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Palmer, Adele	<b>Buyer Id - Id de l'acheteur</b> wpg011
<b>Telephone No. - N° de téléphone</b> (204) 807-6396 ( )	<b>FAX No. - N° de FAX</b> (204) 983-7796
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE PO BOX 17000 STN FORCES BLDG 129, DOOR 13715 WIHURI RD WINNIPEG Manitoba R3J0T0 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Public Works and Government Services Canada - Western  
Region  
Room 100  
167 Lombard Ave.  
Winnipeg  
Manitoba  
R3B 0T6

<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>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### **1.2 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 from 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) (<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 \(2014-09-25\)](#) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

### **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 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 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.

## 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 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.

### 3.1.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

### 3.1.2 SACC Manual Clauses

#### Section III: Certifications

Bidders must submit the certifications required under Part 5.

## 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.

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Criteria

a) Ability to perform the full scope of the work as described in Annex "A", Requirement.

b) Provision of pricing as per the instructions in Annex "B", Basis of Payment.

#### 4.1.2 Financial Evaluation

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price

### 4.2 Basis of Selection

#### 4.2.1 Basis of Selection - Mandatory Technical Criteria

SACC Manual Clause [A0031T](#) (2010-08-16), Method of Selection – Mandatory Technical Criteria

## 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.

## 5.1 Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

### 5.1.1 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.

### 5.1.2 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

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Requirement

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

### 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>) issued by Public Works and Government Services Canada.

**6.3.1 General Conditions**

2010A (2014-11-27), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

**6.4 Term of Contract**

**6.4.1 Delivery Date**

All the deliverables must be received on or before August 31, 2015.

**6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Adèle Palmer  
Supply Specialist  
Public Works and Government Services Canada  
Western Region  
Acquisitions Section  
Suite 100-167 Lombard Avenue  
Winnipeg, MB R3B 0T6

Telephone: (204) 807-6396  
Facsimile: (204) 983-7796  
E-mail address: [adele.palmer@pwgsc-tpsgc.gc.ca](mailto:adele.palmer@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 Project Authority**

The Project Authority for the Contract is: **TBD**

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.

**6.5.3 Contractor's Representative**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## **6.6 Payment**

### **6.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price as specified in Annex "B" for a cost of **\$TBD**. 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.

### **6.6.2 Single Payment**

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

### **6.6.3 SACC Manual Clauses**

[C2000C](#) (2007-11-30), Taxes – Foreign Based Contractor

## **6.7 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.

## **6.8 Certifications**

### **6.8.1 Compliance**

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.

## **6.9 Applicable Laws**

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

## **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;

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- (b) the general conditions 2010A (2014-11-27), General Conditions – Goods (Medium Complexity)
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment
- (e) the Contractor's bid dated: TBD

#### **6.11 SACC Manual Clauses**

B1501C (2006-06-16), Electrical Equipment  
B7500C (2006-06-16), Excess Goods  
C5201C (2008-05-12), Prepaid Transportation Costs

## ANNEX "A"

### REQUIREMENT

The Department of National Defence (DND), 17 Wing, located in Winnipeg, Manitoba has a requirement for the supply and delivery of 38 Packaged Terminal Air Conditioner (PTAC) units. Delivery must include all parts, warranty, options and specifications detailed below.

Delivery is required on or before August 31, 2015.

#### INSTRUCTIONS:

1. A complete list of the mandatory requirements is detailed in Annex A - Mandatory Specifications Matrix. It is **MANDATORY** for Bidders to complete and submit Annex A, Mandatory Specifications Matrix with their proposal.
2. To clearly demonstrate compliance with the mandatory technical specifications, bidders **MUST** respond with complete specifications and/or descriptive literature of the equipment being offered.
3. The complete specifications and/or descriptive literature should be submitted with the proposal, but may be submitted afterwards. If the complete specifications and/or literature are not 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.
4. **MANDATORY CRITERIA:** Bidders **MUST** record whether they meet (Yes) or not meet (No) the specifications. In order to be deemed compliant, bidders must meet each mandatory criteria listed below. Failure to meet all of the Mandatory Criteria will result in your bid being deemed non-compliant and it must not be given any further consideration in the evaluation process.
5. Bidders **SHOULD** cross reference where each of the Mandatories below can be found within the documentation.

Item	Mandatory Specifications Matrix	Yes	No	Bidders Cross Reference  (Indicate the page number item found in Proposal)
<b>1.0</b>	<b>Packaged Terminal Air Conditioner Overview (PTAC 1)</b>			
1.01	HW Heat: 16,500 BTU			
1.02	Cooling: 7,200 BTU			
1.03	Packaged unit fully assembled from factory			
1.04	gold fin corrosion treatment for condenser.			
1.05	room freeze protection			
1.06	cross flow fans			
1.07	Voltage: 208/230/1/60. With junction box and disconnect			
1.08	Noise level: indoor sound level maximum 45 dBA.			
1.09	Sound transmission Co-efficient: 30 minimum			
1.10	410A Refrigerant 410			
1.11	Separate motors for condenser and evaporator			
1.12	Wall sleeve			
1.13	Aluminum colour architectural grille for exterior			
1.14	Hydronic heat coil kit			
1.15	Air filter: washable mesh filter			
1.16	Outdoor intake damper			
1.17	Controls- BacNet compliant Heating / cooling wall mounted.			
1.18	thermostat to control PTAC and 24V zone valve.			
1.19	Transformer 24V sized to power thermostat & control valve.			
1.20	Warranty: One year full system parts and labour. Five year limited parts and labour on sealed refrigeration system.			
<b>2.0</b>	<b>Packaged Terminal Air Conditioner Overview (PTAC 2)</b>			
2.01	HW Heat: 16,500 BTU			
2.02	Cooling: 9,000 BTU			
2.03	Packaged unit fully assembled from factory			
2.04	Gold fin corrosion treatment for condenser.			
2.05	room freeze protection			
2.06	cross flow fans			
2.07	Voltage: 208/230/1/60. With junction box and disconnect			
2.08	Noise level: indoor sound level maximum 45 dBA.			
2.09	Sound transmission Co-efficient: 30 minimum			
2.10	Refrigerant to be 410A			
2.11	Separate motors for condenser and evaporator			
2.12	Wall sleeve			
2.13	Aluminum colour architectural grille for exterior			
2.14	Hydronic heat coil kit			

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2.15	Air filter: washable mesh filter			
2.16	Outdoor intake damper.			
2.17	Controls- BacNet compliant Heating / cooling wall mounted.			
2.18	thermostat to control PTAC and 24V zone valve.			
1.19	Transformer 24V sized to power thermostat & control valve.			
2.20	Warranty: One year full system parts and labour. Five year limited parts and labour on sealed refrigeration system.			

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## ANNEX "B"

### BASIS OF PAYMENT

PRICING must be firm unit pricing in Canadian (CDN) funds, all inclusive for the period of the Contract. Rates MUST include ALL costs (freight, offloading, FOB Destination) associated with providing the Goods in accordance with the Requirement at Annex A. GST, if applicable, is to be shown as a separate item on any resulting invoice. (PST Exempt 390516-0)

ITEM	DESCRIPTION	QTY	UNIT OF ISSUE	FIRM UNIT PRICE CDN \$ (PER UNIT OF ISSUE)	EXTENDED PRICE CDN \$
1	Packaged Terminal Air Conditioner Unit (PTAC 1)  Type:  Model #:  <b>Lot Price Includes:</b> All Freight, delivery, and offloading charges in accordance with Annex A - Requirement.	18	Each	\$	\$
2	Packaged Terminal Air Conditioner Unit (PTAC 2)  Type:  Model #:  <b>Lot Price Includes:</b> All Freight, delivery, and offloading charges in accordance with Annex A - Requirement.	20	Each	\$	\$
<b>TOTAL</b>					\$

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