

**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**

"FOR THE PURPOSES OF THIS PROCUREMENT,  
CANADA IS ACTING AS AGENT FOR THE BRITISH  
ARMY TRAINING UNIT SUFFIELD.

<b>Title - Sujet</b> Targets / Passive Thermal		
<b>Solicitation No. - N° de l'invitation</b> W0142-16X027/A	<b>Date</b> 2015-09-01	
<b>Client Reference No. - N° de référence du client</b> W0142-16X027		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$CAL-104-6361		
<b>File No. - N° de dossier</b> CAL-5-38043 (104)	<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 2015-09-21</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> Twomey, Margaret L.		<b>Buyer Id - Id de l'acheteur</b> cal104
<b>Telephone No. - N° de téléphone</b> (403) 292-4450 ( )		<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 NATIONAL DEFENCE RALSTON AB P.O.BOX 6000 MEDICINE HAT Alberta T1A8K8 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>

Solicitation No. - N° de l'invitation

W0142-16X027/A

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File No. - N° du dossier

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Buyer ID - Id de l'acheteur

cal104

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

W0142-16X027

CCC No./N° CCC - FMS No/ N° VME

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## PART 1 - GENERAL INFORMATION

### 1.1 Requirement

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

For the purposes of this procurement, Canada is acting AGENT for the British Army Training Unit Suffield in accordance with the "Agreement Between the Government of Canada and The Government of The United Kingdom of Great Britain and Northern Ireland on British Armed Forces Training in Canada and the Memorandum of Understanding Between The Department of National Defence of Canada and The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning British Armed Forces Training at Canadian Forces Base Suffield (The MOU)"

### 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.

### 1.3 Trade Agreements

"The requirement is subject to the provisions of the Agreement on Internal Trade (AIT)."

### 1.4 Canadian Content

"The requirement is subject to a preference for Canadian goods and/or services."

## 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 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 2.1.1 SACC Manual Clauses

**B4024T                      No Substitute Products                      (2006-08-15)**

### 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 eight (8) 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 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

### 3.1 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) (<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.

### **3.1.1 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

## **Section II: 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 financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.
- (c) The evaluation team will determine first if there are two or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than two responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

#### **4.1.1 Financial Evaluation**

Each line item in the Basis of Payment will be extended by multiplying the unit price by the quantity. The four line items will be added to determine the Total estimated cost of the requirement

*SACC Manual* Clause A0222T (2014-06-26), Evaluation of Price

### **4.2 Basis of Selection**

#### **4.2.1 *SACC Manual* Clause A0069T (2007-05-25) Basis of Selection**

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

## 5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

### 5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed [Declaration Form](http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### 5.1.2 Additional Certifications Required with the Bid

#### 5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

**The Bidder certifies that:**

(☐) the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#)

**5.1.2.1.1** *SACC Manual* clause [A3050T](#) (2014-11-27) Canadian Content Definition

## 5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information 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 provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

### 5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

## 5.2.2 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" 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".

For the purposes of this procurement, Canada is acting AGENT for the British Army Training Unit Suffield in accordance with the "Agreement Between the Government of Canada and The Government of The United Kingdom of Great Britain and Northern Ireland on British Armed Forces Training in Canada and the Memorandum of Understanding Between The Department of National Defence of Canada and The Ministry of Defence of the United Kingdom of Great Britain and Northern Ireland Concerning British Armed Forces Training at Canadian Forces Base Suffield (The MOU)"

### 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](#) (2015-07-03), 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 **04 January, 2016**.



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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Margaret Twomey  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Western Region  
Address: Suite 1650, 635 – 8<sup>th</sup> Ave. SW Calgary, AB T2P 3M3

Telephone: 403-292-4450  
Facsimile: 403-292-5786  
E-mail address: Margaret.twomey@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: **TO BE IDENTIFIED**

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.

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

## **6.6 Payment**

### **6.6.1 Basis of Payment – Firm Unit Prices**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex A, 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 Limitation of Price**

*SACC Manual* clause C6000C (2011-05-16) Limitation of Price

### **6.6.3 Method of Payment – Single Payment**

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

## **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.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **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 additional 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 additional 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.

### **6.8.2 SACC Manual Clauses**

A3060C Canadian Content Certification (2008-05-12)

## **6.9 Applicable Laws**

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

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#### 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 (2015-07-03) Goods (Medium complexity);
- (c) Annex A Requirement and Basis of Payment;
- (d) the Contractor's bid dated \_\_\_\_\_, as clarified on \_\_\_\_\_ " **or** ", as amended on \_\_\_\_\_"

#### 6.11 SACC Manual Clauses

B7500C      Excess Goods      (2006-06-16)

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## ANNEX "A"

### REQUIREMENT and BASIS OF PAYMENT

**GST is to be excluded from the prices quoted.**

**GST is to be shown as a separate item on the invoice (if applicable)**

**For the supply and delivery of the following: (NO Substitutes)**

ITEM	QTY	UNIT PRICE
1. <b>NSN 9330-99-575-1024</b> <b>Manufacture Part No: MJS6048</b> <b>TB Patches 22 x 175 mm Patches 24 x 75mm Patches(approx)</b>	<b>100</b>	<b>\$_____ Each</b>
2. <b>NSN 6920-99-968-6257</b> <b>Manufacture Part No. MJS6187</b> <b>Fig 11 RP</b>	<b>100</b>	<b>\$_____ Each</b>
3. <b>NSN6920-99-269-3114</b> <b>Manufacture Part No. MJS6049</b> <b>T55 1800 mm x 1500 mm</b>	<b>100</b>	<b>\$_____ Each</b>
4. <b>Delivery – FOB Destination, Ralston, AB</b>		<b>\$_____ Lot</b>

**Manufacturer: ThermBright Passive Thermal Technologies – MJ Services (GB) Ltd, Wiltshire, UK**

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