

National Defence

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving – PWGSC / Réception des soumissions - TPSGC 11 Laurier St. / 11 rue Laurier Place du Portage, Phase III Core 0B2 / Noyau 0B2 Gatineau Québec K1A 0S5

Bid Fax: (819) 997-9776

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Solicitation Closes – L'invitation prend fin
At – à : 14 :00 EDT
On - le : 24/10/2016

Title/Titre Cooler, Fluid, Industrial /	Solicitation No – Nº de l'invitation
Refroidisseur,Fluide,Industriel	W8482-178585/A
Date of Solicitation – Date de l'invitati	ion
12/09/2016	
Address Enquiries to – Adresser toutes	s questions à
ridaress Enquires to - ridresser toutes	questions a
Patrick Boucher	
D Mar P 4-3-3	
Patrick.boucher@forces.gc.ca	
Telephone No. – Nº de téléphone	FAX No – Nº de fax
resoptione (to) it de telephone	
Destination	
See herein	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions: Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services (taxe de vente harmonicée)

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison so	ciale et adresse du fournisseur
Name and title of person authorized to	sign on behalf of vendor (type or
print) - Nom et titre de la personne auto (caractère d'imprimerie)	
Name/Nom	Title/Titre
Signature	Date



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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

1.1.1 There is no security requirement applicable to this Contract.

1.2 Requirement

The requirement is detailed in Annex "B", Line Item Details.

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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.4 Trade Agreements

"The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT)."

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 <u>2003</u> (2016-04-04) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

a) Section 01, Integrity Provisions, is deleted in its entirety and replaced by:

By submitting a bid,the Bidder certifies that it complies with the <u>Code of Conduct for Procurement</u> (http://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/index-eng.html) and agrees to be bound by its terms. The Bidder also certifies that it complies with the terms of section 18 of the *Government Contracts Regulations*, (SOR/87-402).

- b) Section 02, Procurement Business Number is deleted in its entirety.
- c) Section 05, Submission of Bids Subsection 2(d) is deleted and replaced by:

It is the Bidder's responsibility to:

(d) Send its bid only to the Bid Receiving Unit – PWGSC, as specified on page 1 of the bid solicitation.

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2.2 Submission of Bids

Bids must be submitted only to the Bid Receiving Unit - PWGSC 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 point of contact as indicated on page 1 of the bid solicitation no later than 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 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 Ontario

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.

2.5 SACC Manual Clauses

B1000T (2014-06-26) Condition of Materiel - Bid

B3000T (2006-06-16) Equivalent Products

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

- (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: 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 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "A" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "A" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3010T (2014-11-27), Exchange Rate Fluctuation Risk Mitigation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 **Evaluation Procedures**

Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

4.1.1 **Technical Evaluation**

4.1.1.1 Mandatory Technical Criteria

Bidders must indicate the Part Number and the NSCM/NCAGE they are offering.

4.1.1.2 Mandatory Technical Evaluation Criteria – Equivalent and Substitute Products

Bidders proposing an Equivalent or a Substitute Product must indicate the brand name and model and/or Part Number and the NSCN/NCAGE they are offering.

4.1.2 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price - Canadian / Foreign

4.2 **Basis of Selection**

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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.1.2 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), to be given further consideration in the procurement process.

5.1.3 Additional Certifications Required with the Bid

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 – Required Documentation

In accordance with the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 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.

5.2.3 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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_p rogram.page?&_ga=1.229006812.1158694905.1413548969).

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 requirement is detailed in Annex "B", Line Item Details.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (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

The <u>2010A</u> (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before _____.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "B" of the Contract.

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6.5 Authorities

6.5.1 Contracting Authority

To be provided at contract award

Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail:

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:

To be provided at contract award

Name:
Title:
Organization:
Address:
Telephone:
Facsimile:
E-mail:

The Technical Authority named above 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 Contractor's Representative

ivanie.
Title:
Organization:
Address:
Telephone:
Facsimile:
F-mail [.]

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6.6 Payment

6.6.1 Basis of Payment

H1001C (2008-05-12) Terms of Payment - Multiple Deliveries

6.6.2 Limitation of Price

C6000C (2011-05-16) Limitation of Price

6.6.4 SACC Manual Clauses

C2605C (2008-05-12) Canadian Customs Duty and Sales Tax - Foreign-based Contractor

C2608C (2015-02-25) Canadian Customs Documentation

C2610C (2007-11-30) Customs Duties - Department of National Defence - Importer

D2000C (2007-11-30) Marking

D2001C (2007-11-30) Labelling

B7500C (2006-06-16) Excess Goods

PACKAGING

D3018C (2014-09-25) Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare all items for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package all items in quantities of one (1 by package.

D2025C (2013-11-06) Wood Packaging Materials

D6010C (2007-11-30) Palletization

QUALITY ASSURANCE

<u>D5545C</u> (2010-08-16) ISO 9001:2008 Quality Management Systems - Requirements (Quality Assurance Code C) for all items.

<u>D5510C</u> (2014-06-26) Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor

OR

<u>D5515C</u> (2010-01-11) Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor

D5604C (2008-12-12) Release Documents (Department of National Defence) - Foreign-based Contractor OR

<u>D5605C</u> (2010-01-11) Release Documents (Department of National Defence) - United States-based Contractor

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OR

<u>D5606C</u> (2012-07-16) Release Documents (Department of National Defence) - Canadian-based Contractor

D5620C (2012-07-16) Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority;
- d. One (1) copy to:

National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A OK2 Attention: D Mar P 4-3-5-2

- e. One (1) copy to the Quality Assurance Representative;
- f. One (1) copy to the Contractor; and
- g. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A OK2

E-mail: ContractAdmin.DQA@forces.gc.ca.

COPY TO: D Mar P 4-3-3

SHIPPING

- The Contractor must ship the goods prepaid DDP Delivered Duty Paid (see below). Unless
 otherwise directed, delivery must be made by the most economical means. Shipping charges
 must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for
 all delivery charges, administration, costs and risks of transport and customs clearance, including
 the payment of customs duties and Applicable Taxes.
- 2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.
- a. 2B1 CF Esquimalt

Esquimalt, B.C.

Telephone: 250-363-4963

b. 7H1 CF Halifax

Halifax, N.S.

Telephone: 902-427-1441

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6.7 **Invoicing Instructions**

H5001C (2008-12-12) 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.

Invoices must be submitted on the supplier's own invoice form and must be prepared to show:

- a) The date
- b) Name and address of the consignee(s)
- c) Item number, quantity, part number, reference number and description
- d) Contract numbers.
- 2. Invoices must be distributed as follows:
- The original and one (1) copy must be forwarded to the consignee for certification and payment. a.

Department of National Defence Maritime Forces Atlantic Accts Payable Bldg. S-90, Room 334 2686 Sextant Lane, Stadacona PO Box 99000 Stn Forces Halifax, NS B3K 5X5 Canada

AND

Department of National Defence **Base Logistics Officer CFB** Esquimalt STN Forces, P.O. Box 17000 Victoria, BC V9A 7N2 Canada

b. One (1) copy must be forwarded to:

> Department of National Defence 101 Colonel By Drive Ottawa, Ontario K1A 0K2 Attention: D Mar P 4-3-5-2

- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. one (1) copy must be forwarded to the consignee.
- Certifications 6.8
- 6.8.1 Compliance

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Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 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 DND Contract;		
(b)	2010A (2016-04-04) General	Conditions – Goods (Medium	Complexity)
(c)	The Contractor's bid dated	, as clarified on	

6.10 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

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ANNEX "A" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.1, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

0 1 1 7	
The Bidder accepts any of the follo	owing Electronic Payment Instrument(s):
() Direct Deposit	(Domestic and International);
() Electronic Dat	a Interchange (EDI);
() Wire Transfer	(International Only);

ANNEX B - LINE ITEM DETAILS

Notive 420 Oct 488 5199 COOLER, FLUID, INDUSTRIAL	Item / Articles	Part Numbers / Numéro de pièces	Description / Déscription	Unit of Issue / Unité de distribution	Quantity / Quantité	Destination Address / Addresse de la déstination	Invoice Address / Addresse de facturation	Security Requirement	Quality Assurance Code (QAC)	Controlled Goods (CTAT or ITAR)	Trade Agreement // Accords commerciaux	FIRM UNIT PRICE: Delivered Duty Paid (DDP), Transportation costs included, Applicable taxes extra // PRIX UNITAIRE FERME: Service de livraison payé (SLP?), Coûts de transport compris, Taxes applicables en sus	EXTENDED PRICE: Applicable taxes extra // PRIX UNITAIRE FERME: Taxes applicables en sus	TOTAL PRICE: Applicable taxes Included // PRIX COMPRIS: Taxes applicables inclus
COOLER, FLUID, INDUSTRIAL P/N requested: 593-6961300 ASSY 98, NSCM/MFG: 31.775 UNIVERSAL TECHNOLOGIES INC. Deparment of National Defence CFB Halifax Main Warehouse Maritime Forces Atlantic Main Warehouse No / NON Deparment of National Defence Maritime Forces Atlantic No R EQUIVALENT EA 2 Bldg D-206 Door 1 thru 13 HMC Dockyard Halifax, NS, B3K SXS Halifax, NS, B3K SXS Canada Canada Deparment of National Defence No / NON C NO / NON YES / OUI Allifax, NS, B3K SXS Canada	1	593-6961300 ASSY 98	P/N requested: 593-6961300 ASSY 98, NSCM/MFG: 3L775 UNIVERSAL TECHNOLOGIES INC. OR EQUIVALENT If offering an equivalent, please specify: P/N offered:	EA		CFB Esquimalt ATTN: Receiving BLDG 66 Colwood Victoria, BC, V9C 1B0	Base Logistic Officer CFB Esquimalt Stn Forces P.O. Box 17000 Victoria, BC, V9A 7N2	NO / NON	С	NO / NON	YES / OUI			
	2	593-6961300 ASSY 98	COOLER, FLUID, INDUSTRIAL P/N requested: 593-6961300 ASSY 98, NSCM/MFG: 3L775 UNIVERSAL TECHNOLOGIES INC. OR EQUIVALENT If offering an equivalent, please specify: P/N offered:	EA	2	CFB Halifax Main Warehouse Bldg D-206 Door 1 thru 13 HMC Dockyard Halifax, NS, B3K 5X5	Maritime Forces Atlantic P.O. Box 99000, Stn Forces Halifax, NS, B3K 5X5	NO / NON	С	NO / NON	YES / OUI			

TOTAL RDIMS # 4163360