



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  
Or/ou by/par Fax to/a:  
(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).

<b>Title/Titre</b> Air Conditioner/Climatiseur	<b>Solicitation No – N° de l'invitation</b> W8485-174232												
<b>Date of Solicitation – Date de l'invitation</b> 17 February 2017 - /17 février 2017													
<b>Address Enquiries to – Adresser toutes questions à</b> <table border="0"> <tr> <td><b>Department of National Defence</b></td> <td><b>Ministere de la Defense Nationale</b></td> </tr> <tr> <td><b>National Defence Headquarters</b></td> <td><b>Quartier-General de la Defense Nationale</b></td> </tr> <tr> <td><b>MGen George R Pearkes Bldg</b></td> <td><b>Edifice Mgen George R Pearkes</b></td> </tr> <tr> <td><b>101 Colonel By Drive</b></td> <td><b>101 Promenade du Colonel By</b></td> </tr> <tr> <td><b>Ottawa, ON K1A 0K2</b></td> <td><b>Ottawa, ON K1A 0K2</b></td> </tr> <tr> <td><b>Attn: DAP 7-2-4</b></td> <td><b>A l'attention de: DAP 7-2-4</b></td> </tr> </table>		<b>Department of National Defence</b>	<b>Ministere de la Defense Nationale</b>	<b>National Defence Headquarters</b>	<b>Quartier-General de la Defense Nationale</b>	<b>MGen George R Pearkes Bldg</b>	<b>Edifice Mgen George R Pearkes</b>	<b>101 Colonel By Drive</b>	<b>101 Promenade du Colonel By</b>	<b>Ottawa, ON K1A 0K2</b>	<b>Ottawa, ON K1A 0K2</b>	<b>Attn: DAP 7-2-4</b>	<b>A l'attention de: DAP 7-2-4</b>
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<b>Attn: DAP 7-2-4</b>	<b>A l'attention de: DAP 7-2-4</b>												
<a href="mailto:Patrick.dallaire2@forces.gc.ca">Patrick.dallaire2@forces.gc.ca</a>	<a href="mailto:Patrick.dallaire2@forces.gc.ca">Patrick.dallaire2@forces.gc.ca</a>												
<b>Telephone No. – N° de téléphone</b> 819-939-4915	<b>FAX No – N° de fax</b> 819-939-4895												
<b>Destination</b> 25 Canadian Forces Supply Depot 6363 Notre Dame Est Monntreal, QC, H1N 3V9 Canada													

#### 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 harmonisée doit être indiqué séparément.**

**Solicitation Closes –  
L'invitation prend fin**  
  
At – à : 14 :00 Hours (2PM) Eastern Daylight time/  
14:00 (2PM) heure Avancée de l'est  
  
On - le : 29 March 2017/ 29 mars 2017

Delivery required - Livraison exigée	Delivery offered - Livraison proposée
31 Sept 2017	
Vendor Name and Address - Raison sociale 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 autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

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

### **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 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 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation with the following modifications

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 05, Submission of Bids – Subsection 4 is amended as follows:
  - Delete: 60 days
  - Insert: 90 days
- c) Section 20, Further Information is deleted in its entirety.

#### **2.1.1 SACC Manual Clauses**

B1000T – Condition of material – Bid (2014-06-26)  
B3000T – Equivalent Products (2006-06-16)

### **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 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.

## 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.

## 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.

### **Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5

#### **3.1.1 Exchange Rate Fluctuation**

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

## **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 Mandatory Technical Criteria**

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

#### **4.1.2 Financial Evaluation**

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

### **4.2 Basis of Selection**

SACC Manual clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

## **PART 5 – CERTIFICATIONS 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 *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-ii/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.

### **5.2 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 *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-ii/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 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_program.page?&_ga=1.229006812.1158694905.1413548969) ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.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**

There is no security requirement applicable to the Contract.

### **6.2 Requirement**

The Contractor must provide the items detailed under Annex "A", Line Item Detail.

### **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 (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 31 September 2017.

#### **6.4.2 Delivery Points**

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

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Patrick Dallaire  
Title: Contracting Authority

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Department of National Defense  
Directorate: DAP 7-2-4  
Address: 101 Colonel By Drive

Telephone: 819 939 4915  
Facsimile: 819-939-4859  
E-mail address: Patrick.dallaire2@forces.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 Technical Authority

The Technical Authority for the Contract is:

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

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

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

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

## 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 price as specified in in Annex A for a cost of \$ \_\_\_\_\_ (filled in at contract award) 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 Single Payment**

H1000C (2008-15-12), Single Payment

### **6.6.4 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 the 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 following address for certification and payment.  
  
Department of National Defence  
25 Canadian Forces Supply Depot  
PO Box 4000  
STN Forces, STN K  
Montreal, QC, Canada  
H1N 3R9
  
  - (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.8 Certifications and Additional Information**

### **6.8.1 Compliance**

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 Applicable Laws**

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

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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 (2016-04-04) General Conditions - Goods (Medium Complexity);
- (c) Annex A, Line Item Details;
- (d) the Contractor's bid dated \_\_\_\_\_.

## 6.11 Defence Contract

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

## 6.12 SACC Manual Clauses

B7500C (2006-06-16), Excess Goods  
D2000C (2007-11-30), Marking  
D2001C (2007-11-30), Labelling  
D2025C (2013-11-06), Wood Packaging Materials  
D5545C (2010-08-16), ISO 9001:2008 - Quality Management Systems - Requirements (Quality Assurance Code C)  
D6010C (2007-11-30), Palletization  
D9002C (2007-11-30), Incomplete Assembly  
G1005C (2016-01-28), Insurance – Specific Requirement

## 6.13 Condition of Material – Contract

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

## 6.14 Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare item number(s) **1** 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 item number(s) **1** in quantities of **1** by package.

## 6.15 Shipping Instructions – Free on Board Destination and Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract:

Incoterms 2000 "DDP Delivered Duty Paid"

Canadian Forces Base Montreal, Quebec  
514-252-2777 Local 2363  
25dafctrafficrdv@forces.gc.ca

Solicitation No. - N° de l'invitation  
W8485-174232

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
A12

Client Ref. No. - N° de réf. du client  
W8485-174232

**ANNEX "A"**

**Line Item Details**

In consideration of the Contractor's satisfactory performance of its obligations under this Contract, the Contractor will be paid a firm unit price as stated below, GST/HST extra, if applicable.

**(Bidder to complete)**

<u>Item</u>	<u>Description</u>	<u>Unit of Issue</u>	<u>QTY</u>	<u>Destination address</u>	<u>Firm Unit Price Excluding GST/HST</u>	<u>Extended Price Excluding GST/HST</u>
1	NSN: 4120-01-593-3733 Air Conditioner  P/N requested: MOAC-13 or equivalent NSCM requested: 98437 Ellis & Watts International LLC  Bidder offers: PN: _____ NSCM: _____	EA	4	Department of National Defence 25 Canadian Forces Supply Depot 6363 Notre Dame EST Montréal, QC, H1N 3V9 Canada		

All prices provided in this schedule are quoted in the following currency: \_\_\_\_\_