



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À :**

Department of National Defence
CTC Contracts
Building H16
PO Box 17000 Stn Forces
Oromocto, NB
E2V 4J5
CTCFmnContracts@forces.gc.ca

**BID SOLICITATION
DEMANDE DE SOUMISSIONS**

The Bidder offers to provide to Canada the goods, services or both listed in the bid solicitation in accordance with the conditions set out in the bid solicitation and at the prices set out in the bid.

This bid solicitation is issued in accordance with the conditions of Supply Arrangement No. E60HN-19EQUI . Only suppliers who are pre-qualified and have been issued a supply arrangement at the time this bid solicitation is issued are eligible to bid.

Le soumissionnaire offre de fournir au Canada les biens, services ou les deux énumérés dans la demande de soumissions aux conditions prévues dans la demande de soumissions et aux prix indiqués dans la soumission.

Cette demande de soumissions est émise conformément aux conditions de l'arrangement en matière d'approvisionnement numéro

E60HN-19EQUI . Seuls les fournisseurs qui sont pré-qualifiés et auxquels un arrangement en matière d'approvisionnement a été émis au moment où cette demande de soumissions est émise peuvent présenter une soumission.

Solicitation No. - N° de la demande W2037-24-0081/A	Amendment No. - N° de modification
Solicitation closes - La demande prend fin at - à 2:00 pm ADT on - le 2023-10-27	File No. - N° de dossier W2037-24-0081

Date of Solicitation - Date de la demande 2023-10-13	
Address inquiries to - Adresser toute demande de renseignements à : Aaron Pound CTCFmnContracts@forces.gc.ca	
Area code and Telephone No. Code régional et N° de téléphone 506-422-7891	Facsimile No. N° de télécopieur
Destination Canadian Forces School of Military Engineering Building J10, Door 11 894 Champlain Ave Oromocto, NB E2V 4J5	

**Instructions:
Municipal taxes are not applicable.**

Unless otherwise specified in the bid solicitation, all prices quoted must be net prices in Canadian funds including Canadian customs duties, excise taxes, and must be FOB, including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax is to be shown as a separate item.

**Instructions:
Les taxes municipales ne s'appliquent pas.**

Sauf indication contraire dans la demande de soumissions, tous les prix indiqués doivent être des prix nets, en dollars canadiens, comprenant les droits de douane canadiens, la taxe d'accise et doivent être FAB, y compris tous frais de livraison à la (aux) destination(s) indiquée(s). Le montant de la taxe sur les produits et services doit apparaître séparément.

Delivery required - Livraison exigée 2023-12-08	Delivery offered - Livraison proposée
Supplier Name and Address - Nom et adresse du fournisseur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of supplier (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'impression)	
Signature	Date



PART 1 - GENERAL INFORMATION

This solicitation and resulting contract are issued against the Supply Arrangement (SA) E60PV-19EQUI and all terms and conditions of the SA apply.

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Requirement

The requirement is detailed under Annex "A" - Statement of Requirement.

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.

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](#) (2023-06-08) 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 3 is deleted.
- c. Section 20, Further Information is deleted in its entirety.

2.1.1 SACC Manual Clauses

SACC Manual Clause [B1000T](#) (2014-06-26) Condition of Material – Bid

SACC Manual Clause [B3000T](#) (2016-06-16) Equivalent Products

2.2 Submission of Bids

Bids must be submitted electronically via email to the Contracting Authority, as specified below, by the date, and time indicated below:

CTCFmnContracts@forces.gc.ca

Bids must be submitted no later than 2:00pm ADT on 27 October 2023.

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 1 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 New Brunswick, Canada.

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
Section II: Financial Bid
Section III: Certification

Due to the nature of the bid solicitation, hard copy bids (paper or soft copies on media) will not be accepted.

Due to the nature of the RFP, offers transmitted by facsimile will not be accepted.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06) Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications and additional information 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

Bids will be assessed in accordance with Annex "C", Mandatory Technical Criteria

4.1.2 Financial Evaluation

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

4.2 Basis of Selection

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.

5.2 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 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 (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 are issued as a result of Supply Arrangement (SA) E60PV-19EQUI and 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 Statement of Requirement

The contractor must provide the goods or services in accordance with the requirements stated herein and detailed under Annex "A" – Statement of Requirement.

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](#) (2022-12-01) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3.2 Supplemental General Conditions

[4001](#) (2015-04-01) Hardware Purchase, Lease and Maintenance;

apply to and form part of the Contract.

6.3.3.1 4013 (2022-06-22) Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.3.3.2 4014 (2022-06-22) Suspension of the work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract,

in whole or in part, under section(s) [insert section entitled "Default by the Contractor"]
_____ or [insert section entitled "Termination for convenience"]
_____ of general conditions _____.

2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from contract award to 19 January 2024 inclusive.

6.4.2 Delivery Date

The deliverables are requested to be received on or before 08 December 2023.

6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified below:

Canadian Forces School of Military Engineering (CFSME)
Mitchell Bldg (J-10), Door 11
894 Champlain Ave
5th Canadian Division Support Base Gagetown
Oromocto, New Brunswick
Canada E2V 4J5

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Aaron Pound
Title: Contracts Officer
Organization: Combat Training Centre
Address: Building H16, Room 111
PO Box 17000 Stn Forces
Oromocto, NB E2V 4J5
Telephone: (506) 422-2000 ext 7891
E-mail address: Aaron.Pound@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:

<<to be provided at contract award>>

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 *(to be completed by the Contractor)*

The Contact Information's of the person responsible for:

General enquiries	Delivery Follow-up
Name: _____	Name: _____
Tel. No. _____ ext: _____	Tel. No. _____ ext: _____
E-mail address: _____	E-mail address: _____

6.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a **Public Service Superannuation Act** (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with **Contracting Policy Notice: 2012-2** of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 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 Annex B – Basis of Payment for a cost of \$ _____. 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.

6.7.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all such documents have been verified by Canada;
- the Work delivered has been accepted by Canada.

6.7.3 Electronic Payment of Invoices – Contract

Refer to Supply Arrangement, Part A, under 1.14 for the Electronic Payment of Invoices.

6.7.4 SACC Manual Clauses

SACC Manual Clause [A9117C](#) (2007-11-30) T1204 – Direct Request by Customer Department
SACC Manual Clause [C0100C](#) (2010-01-11) Discretionary Audit - Commercial Goods and/or Services
SACC Manual Clause [C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor

6.8 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.

6.9 Certifications and Additional Information

6.9.1 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.

6.10 Applicable Laws

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

6.11 Priority of Documents

If there is a discrepancy between the wordings 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 supplemental general conditions [4001](#) (2015-04-01) Hardware Purchase, Lease and Maintenance
- (c) the general conditions [2010A](#) (2022-12-01);
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of payment;
- (f) the Contractor's bid dated _____.

6.12 Defence Contract

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

6.13 SACC Manual Clauses

SACC Manual clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations

SACC Manual clause [B1501C](#) (2018-06-21) Electrical Equipment

SACC Manual clause [B7500C](#) (2006-06-16) Excess Goods

SACC Manual clause [G1005C](#) (2016-01-28) Insurance - No Specific Requirement

6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

6.15 Dispute Resolution Services

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by email at boa.opo@boa.opo.gc.ca.

6.16 Contract Administration

The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1(1) of the Department of Public Works and Government Services Act will review a complaint filed by the complainant respecting administration of this Contract if the requirements of Subsection 22.2(1) of the Department of Public Works and Government Services Act and Sections 15 and 16 of the Procurement Ombudsman Regulations have been met.

To file a complaint, the Office of the Procurement Ombudsman may be contacted by email at boa.opo@boa.opo.gc.ca, by telephone at 1-866-734-5169 or by web at www.opo-boa.gc.ca.

ANNEX "A" REQUIREMENT

The Canadian Forces School of Military Engineering (CFSME) has a requirement for the supply of masonry laboratory equipment. The requirement must include all of the following:

1. Deliverables

1.1. The Contractor must provide equipment meeting the following mandatory specifications:

1.1.1. One (1) Concrete or Cement Testing Instrument (Automatic Concrete Compression Machine):

- a. Minimum 2000kN capacity.
- b. Operate at both 110V and 220V and include a plug for each.
- c. Mounting base.
- d. Magnetic Switch to the Safety Guard.
- e. Be CSA Certified.
- f. Must also include the following:
 - o Eight (8) 4" x 8" test cylinders. inch
 - o Eight (8) 6" x 12" test cylinders.
 - o One (1) Stackable 200 X 68mm distancing piece.
 - o Two (2) Stackable 200 X 50mm distancing piece.

1.1.2. Three (3) Laboratory Sifting Equipment (Sieve Shaker):

- a. Hold up to:
 - o six (6) full-height 8" test sieves with full height pan.
 - o or thirteen (13) half-height sieves with half-height pan.
- b. Sift particle sizes ranging from No. 4 (4.75mm) to No. 635 (20µm).
- c. Adjustable plate sieve support.
- d. Built-in 99-minute x 0.1 second digital timer.
- e. ASTM and AASHTO compliant.

1.1.3. One (1) Metal Crucible

- a. Minimum 4-quart capacity.
- b. Operate at 110V, 60Hz, 6amp, 3-conductor grounded cord set.
- c. Adjustable thermostat.
- d. Inner pot encased in a metal jacket with fiberglass and air insulation.
- e. Replaceable heating elements.
- f. ASTM and AASHTO compliant.

2. Constraints

2.1. Fabrication and Manufacture

All products must be fabricated and manufactured from new materials, free of defects, complying with applicable codes and industry standards, in accordance with this SOR.

2.2. Product Identification

Product must be properly marked or labelled indicating that the product has been inspected and approved.

3. Delivery

3.1. Packaging and Delivery

Packaging and delivery of all materials must be the responsibility of the manufacturer/supplier and must comply with Canadian standards and transport regulations. It is the responsibility of the manufacturer/supplier to ensure products are properly protected and secured from damages during handling and shipping.

4. Manuals

4.1. The Contractor must deliver 1 complete set of Documentation, in English and French with the deliverables. This documentation must include all publications pertaining to technical specifications, installation requirements and operating instructions.

ANNEX "B" BASIS OF PAYMENT

Bidders will provide a firm, all-inclusive rate. Taxes, if applicable, are extra to the prices herein and shall be shown on any invoice as a separate item. The firm all-inclusive rate specified is inclusive of overhead expenses such as delivery.

Item	Product Number	Description	Number of Units	Unit of Issue	Firm Unit Price	Extended Price (Number of Units X Firm Unit Price)	
1		Concrete or Cement Testing Instrument	1	Each	\$	\$	
2		Laboratory Sifting Equipment	3	Each	\$	\$	
3		Metal Crucible	1	Each	\$	\$	
		Total				\$	
		(applicable taxes are extra, if applicable)					

ANNEX "C" MANDATORY EVALUATION CRITERIA

The following requirements are the mandatory technical evaluation criteria which will be evaluated during the Bid Evaluation. In addition the Contractor will be required to meet all of the mandatory technical requirements for the duration of the Contract. Bidders are requested to cross reference the mandatory technical criteria in a concise format by using page, paragraph(s) & sub-paragraphs as applicable to their supporting technical documentation.

ITEM	CRITERIA	REFERENCE TO SUBSTANTIATION IN THE TECHNICAL BID.
M1	Concrete or Cement Testing Instrument	
M1.1	Minimum 2000kN capacity	
M1.2	Operate at both 110V and 220V and include a plug for each	
M1.3	Magnetic Switch to the Safety Guard	
M2	Laboratory Sifting Equipment	
M2.1	Holds up to: six (6) full-height 8" test sieves with full height pan, or thirteen (13) half-height sieves with half-height pan.	
M2.2	Sift particle sizes ranging from No. 4 (4.75mm) to No. 635 (20µm)	
M2.3	Adjustable plate sieve support	
M2.4	Built-in 99-minute x 0.1 second digital timer for precise control	
M3	Metal Crucible	
M3.1	Minimum 4-quart capacity	
M3.2	Operate at 110V, 60Hz, 6amp, 3-conductor grounded cord set.	
M3.3	Adjustable thermostat	
M3.4	Inner pot encased in a metal jacket with fiberglass and air insulation	