

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
 Services Canada/Réception des soumissions
 Travaux publics et Services gouvernementaux
 Canada**
Cabot Place, Phase II
Box 4600
St. John's, NF
A1C 5T2
Bid Fax: (709) 772-4603

INVITATION TO TENDER APPEL D'OFFRES

**Tender 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.

Soumission 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 et sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address
**Raison sociale et adresse du
 fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution
 PWGSC / TPSGC - Nfld. Region
 Cabot Place, Phase II, 6th Floor
 Box 4600
 St. John's, NF
 A1C 5T2

Title - Sujet CCGS Terry Fox- Replacement Pumps	
Solicitation No. - N° de l'invitation F6855-123715/A	Date 2013-03-20
Client Reference No. - N° de référence du client F6855-123715	GETS Ref. No. - N° de réf. de SEAG PW-\$OLZ-002-5789
File No. - N° de dossier OLZ-2-35210 (002)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-04-08	
Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Dalton, Colleen	
Buyer Id - Id de l'acheteur olz002	
Telephone No. - N° de téléphone (709) 772-4931 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS C/O SUPPLY DEPOT SOUTHSIDE RD PO BOX 5667 ST JOHNS Newfoundland and Labrador A1C5X1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Department of Fisheries and Oceans has a requirement to purchase direct replacement pumps for the CCGS Terry Fox.

The pumps required are direct replacement pumps for the currently fitted Stork pumps onboard the CCGS Terry Fox. Coast Guard will not accept any substitutes. Direct replacement pumps will allow for the current pump bases, pipe work, electrical supply, controls and spare parts already in place to remain with no alterations required. Complete pumps shall be supplied by SPX Flow Technology. This company is the only authorized manufacturer of the required pumps.

3. Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 2011/05/16 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than three (_3_) 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 questions or may request that the Bidder do so, so that the proprietary nature of the question is

eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Financial Bid (__1__ hard copies)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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 (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the mandatory requirements and 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 three (3) 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 three 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.

1.1 Technical Evaluation

1.1.1 Mandatory Technical Criteria

As per attached specification.

1.2 Financial Evaluation

SACC Manual Clause A0220T 2007/05/25, Evaluation of Price

2. Basis of Selection

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.

(Derived from - Provenant de: A0031T, 11/01/10)

PART 5- Code of Conduct Certifications

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) (<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

The Department of Fisheries and Oceans has a requirement to purchase direct replacement pumps for the CCGS Terry Fox.

The pumps required are direct replacement pumps for the currently fitted Stork pumps onboard the CCGS Terry Fox. Coast Guard will not accept any substitutes. Direct replacement pumps will allow for the current pump bases, pipe work, electrical supply, controls and spare parts already in place to remain with no alterations required. Complete pumps shall be supplied by SPX Flow Technology. This company is the only authorized manufacturer of the required pumps.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A 2011/05/16, General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All goods are requested within 22 weeks from date of award.

Please provide your delivery date _____.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Colleen Dalton
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch

Telephone: 709-772-4931
Facsimile: 709-772-4603
E-mail address: colleen.dalton@pwgsc.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.

5.2 Project Authority

The Project Authority for the Contract is:

Name: Phillip Bingley

Telephone : 709-772-4146

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.

5.3 Contractor's Representative

Name: _____

Title: _____

Telephone: _____

Fax: _____

Email: _____

6. Payment

6.1 Basis of Payment- Firm Price

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 for a cost of \$_____ **(insert the amount at contract award)**. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

6.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$_____. Customs duties are _____ **(insert "included", "excluded" or "subject to exemption")** and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.
2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless

these design changes, modifications or interpretations have been approved, in writing, by the Contracting

Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

(a) when it is 75 percent committed, or

(b) four (4) months before the contract expiry date, or

(c) as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work, whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

SACC Manual clause H1000C 2008/05/12 Single Payment

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.

Each invoice must be supported by:

- (a) a copy of time sheets to support the time claimed;
- (b) a copy of the release document and any other documents as specified in the Contract;
- (c) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (d) a copy of the monthly progress report.

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.

(Derived from - Provenant de: H5001C, 12/12/08)

8. Applicable Laws

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

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 Articles of Agreement;

-
- (b) the general conditions 2010A 2011/05/16,- Goods (Medium Complexity
 - (c) Annex A, Mandatory Requirements;
 - (d) Annex B, Requirement & Pricing
 - (e) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” or “, as amended on _____” and insert date(s) of clarification(s) or amendment(s)*)

10. Shipping Instructions - Delivery at Destination

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

- (a) Free on Board (Destination) common carrier St. John's Newfoundland for shipments from the United States government.

11. Transportation Costs

The Contractor must ship the goods prepaid via truck including all delivery charges to St. John's Newfoundland. Prepaid transportation costs must be shown as a separate item on the invoice, supported by a certified copy of the prepaid transportation bill of lading.

ANNEX "A"**Mandatory Requirements**

Complete pumps shall be supplied by SPX Flow Technology.

Met ☐ **Yes** ☐ **No**

Annex "B"**Requirement & Pricing****Requirement**

The Department of Fisheries and Oceans has a requirement to purchase direct replacement pumps for the CCGS Terry Fox.

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Pricing

Description	QTY	Unit price	Total Price
CELV 25-20/15 pump	6	\$	\$
CELV 25-15/10 pump	3	\$	\$
MCV 12.5 x 1-3.2 A5 pump	6	\$	\$
CELV 16-5/3 A5 pump	4	\$	\$
Freight (estimate) (total order)			

Note:

* Freight charge is an estimate only and will be paid at actual laid down cost supported by an invoice with no mark-up or profit.

* All mandatory requirements must be met before any evaluation of price will take place.

Solicitation No. - N° de l'invitation

F6855-123715/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

olz002

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

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

F6855-123715

OLZ-2-35210

Annex "C"
Code of Conduct Requirement
Information Required for Code of Conduct Certification

Please provide list of names of the following entities, according to the ownership nature of the company

1. For a Corporation - each current member of the Bidder's Board of Directors;

2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

3. For a Sole Proprietorship or an individual doing business under a firm name - the name
of the sole proprietor or individual;

4. For a Joint Venture - the names of all current members of the Joint venture;

5. For an individual - the full name of the person

Signature

Date