

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
#910, 410-22nd Street East  
Saskatoon  
Sask.  
S7K 5T6  
Bid Fax: (306) 975-5397

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> Dataloggers - Fredericton, NB	
<b>Solicitation No. - N° de l'invitation</b> KW405-120085/A	<b>Date</b> 2012-06-19
<b>Client Reference No. - N° de référence du client</b> KW405-120085	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$STN-197-4491	
<b>File No. - N° de dossier</b> STN-2-35004 (197)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-07-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Central Standard Time CST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Holt, Judy	<b>Buyer Id - Id de l'acheteur</b> stn197
<b>Telephone No. - N° de téléphone</b> (306) 975-4051 ( )	<b>FAX No. - N° de FAX</b> (306) 975-5397
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> NWRI UNIVERSITY OF NEW BRUNSWICK CANADIAN RIVERS INSTITUTE 10 BAILEY DRIVE, PO BOX 45111 FREDERICTON NB E3B 6E1 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**Issuing Office - Bureau de distribution**  
Public Works and Government Services Canada/Réception  
des soumissions Travaux publics et Services  
gouvernementaux Canada  
#910, 410 - 22nd Street East  
Saskatoon  
Sask.  
S7K 5T6

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

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The requirement is detailed under Article 2 of the resulting contract clauses.

### **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 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 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 4.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

### **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 fourteen (14) 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 Saskatchewan.

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 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>). 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.

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**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 Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**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 technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

**1.1 Financial Evaluation**

SACC Manual Clause A0220T (2007-05-25), Evaluation of Price

**2. Basis of Selection****2.1 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.

Lowest evaluated price will be calculated as follows:

Price of Item #1 = Lowest evaluated price

**PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders'

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compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

## **1. Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### **1.1 Federal Contractors Program - Certification**

#### **Federal Contractors Program - over \$25,000 and below \$200,000**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;

- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

#### **2.1 Optional Goods and/or Services**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex A of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within twelve (12) months after contract award by sending a written notice to the Contractor.

### **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 (<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 (2012-03-02) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **4. Term of Contract**

#### **4.1 Delivery Date**

All the deliverables should be received on or before 1 September 2012. Delivery date offered: \_\_\_\_\_

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Judy Holt  
 Supply Specialist  
 Public Works and Government Services Canada  
 910 - 410, 22nd Street East  
 Saskatoon, SK  
 S7K 5T6  
 Telephone: (306) 975-4051  
 Facsimile: (306) 975-5397  
 E-mail address: *judy.holt@pwgsc-tpsgc.gc.ca*

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## **5.2 Project Authority (To Be Determined)**

The Project Authority for the Contract is:

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 : \_\_\_\_ \_\_\_\_ \_\_\_\_\_

Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_\_

E-mail address: \_\_\_\_\_

## **6. Payment**

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## 6.1 Basis of Payment

See Annex "B"

## 6.2 Limitation of Price

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

## 6.3

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

## 7. Invoicing Instructions

7.1 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.

7.2 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.

## 8. Certifications

8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

## 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) 2010A (2012-03-02), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_

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stn197

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## **11. SACC Manual Clauses**

SACC Manual clause B1501C (2006-06-16), Electrical Equipment

SACC Manual clause B7500C (2006-06-16), Excess Goods

SACC Manual clause G1005C (2008-05-12), Insurance

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## **Annex A Requirement**

Environment Canada, National Water Research Institute – UNB, Canadian Rivers Institute & Department of Biology, Fredericton, NB has a requirement for the supply and delivery of twenty-two (22) Oxygen Sensor Dataloggers as detailed herein.

Product offered must meet or exceed the following:

- .1 Unit must be standalone.
- .2 Unit would be deployed in freshwater, maximum depth of 30m, normal depth <1m.
- .3 Unit would be deployed over winter, submerged, in northern Canadian locations. Over winter survival is required, with temperature ranges of -30°C to +30°C.
- .4 Unit is required to be easily transportable, hand-held and have the ability to tether/glue to a submerged rock.
- .5 Unit is battery powered, batteries need to be field/user replaceable with battery type readily available in remote locations, (AA or AAA or C or D or 9V).
- .6 Unit needs to be able to be programmed with a computer prior to being deployed in the field with the recording starting a set time after deployment.
- .7 Unit needs to have ability to vary logging interval.
- .8 Unit needs battery life to exceed 1 year with hourly logging.
- .9 Unit should have O2 sensor with life of at least one year.
- .10 Unit should have owner replaceable membrane or sensor.
- .11 Sensor must have some method of self cleaning or antifouling.
- .12 Sensor must use optical detection methods for dissolved oxygen.
- .13 Oxygen sensor resolution better than 1% of total reading.
- .14 Unit shall come complete with software to access loggers.
- .15 Connection cable to access data from logger.
- .16 One (1) initial set of batteries for entire set of loggers.

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## **Annex B**

### **Basis of Payment**

*(All prices/rates are GST extra, FOB destination)*

1. Twenty-two (22) Oxygen Sensor Dataloggers, as detailed in Annex A, Requirement \$\_\_\_\_\_/lot