

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

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

Title - Sujet DUST SUPPRESSION UNITS	
Solicitation No. - N° de l'invitation EZ108-130133/A	Date 2012-05-16
Client Reference No. - N° de référence du client EZ108-130133	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-222-5917	
File No. - N° de dossier VIC-2-35012 (222)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-27	Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Campbell, Deborah	Buyer Id - Id de l'acheteur vic222
Telephone No. - N° de téléphone (250) 363-3612 ()	FAX No. - N° de FAX (250) 363-3344
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA 825 ADMIRALS ROAD VICTORIA British Columbia V9A2P1 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 - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

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 requirement is detailed under Annex A - Requirement 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* (<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 (2012-03-02) 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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (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 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 British Columbia.

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: 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>). 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: 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.

1.1 SACC Manual Clauses

C3011T (2010-01-11), Exchange Rate Fluctuation

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 Technical Evaluation: Responsive tenders will meet or exceed technical specifications shown in Annex A.

1.2 Financial Evaluation

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

2. Basis of Selection

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid

with the lowest evaluated price will be recommended for award of a contract.

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' 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 - \$200,000 or more

1.The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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.

2.If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3.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), in which case a duly signed certificate of commitment is attached;

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d.() is subject to the FCP, and has a valid certificate number as follows: _____ (e.g. has not been declared an ineligible contractor by HRSDC).

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 at any time before 31 March 2013 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 must be received on or before 31 August 2012.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Deborah Campbell
Title: Supply Team Leader
Telephone: (250) 363-3612
Facsimile: (250) 363-0395
E-mail address: deborah.campbell@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 Technical Authority

The Technical Authority for the Contract is:

Name: _____
Title: _____
Telephone: _____-_____-_____

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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.

5.3 Contractor's Representative

Name: _____

Title: _____

Telephone: _____

Facsimile: _____

E-mail: _____

6. Payment.

6.1 Basis of Payment - Firm Unit Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit 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.

6.3 SACC Manual clause

H1001C 2008-05-12 Multiple Payments

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.

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 British Columbia.

10. Priority of Documents

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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 (2012-03-02), Goods (Medium Complexity);
- (c) Annex A, Requirement
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____ .

11. Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

12. SACC Manual Clauses

B7500C 2006-06-16 Excess Goods
D5328C 2007-11-30 Inspection and Acceptance

13. Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP) Esquimalt Graving Dock, Victoria, B.C. Incoterms 2000 for shipments from a commercial contractor..

**ANNEX "A"
REQUIREMENT**

To provide a quantity of four (4) Dust Suppression units to the Esquimalt Graving Dock that meets or exceeds the following specifications:		MET/ NO MET
1	Fan (25 HP): Minimum 18,000 CFM Maximum 35,000	
2	Minimum 12,000 to maximum 22,000 Square Foot Coverage	
3	With a fine mist of freshwater droplets (maximum of 200 microns in size)	
4	Minimum 180 degree Oscillation adjustable at a maximum of 45-degree increments	
5	Minimum Angle of Throw 0-50 Degrees of Height Adjustment	
6	Electrical: Minimum 3 Phase/three wire/480 Volt/60 Hertz Minimum 25 horsepower (HP) fan motor with 1.15 service factor Minimum 10 Horsepower (HP) high pressure booster pump Minimum 150 electrical power cord	
7	Water 10-100 PSI with water filter for filtering potable water	
8	Comes with minimum 15 brass or stainless nozzles	
9	Throw minimum 150 - maximum 200 Feet	
10	Comes with wheeled carriage	
11	Dimensions: Standard wheeled carriage - Width, minimum 6 feet/maximum 7 feet - Length, minimum 9 feet/maximum 10 feet - Height, minimum 7 feet/maximum 8 feet - Weight, minimum 1600 lbs/maximum 2000 lbs	
12	Comes with hose connection size of 1.5" cam and groove quick disconnect female coupling for a fire hose connection	
13	Must be suitable for a shipyard environment where sandblasting the full of a ship to remove old paint occurs	
14	All electrical equipment supplied under the contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, prior to delivery by a certification organization accredited by the Standard Council of Canada.	
Optional Dust Suppression Units - To purchase 2 additional Dust Suppression Systems. Option to exercise the additional units may be exercised any time prior to 31 March 2013.		

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**ANNEX B
BASIS OF PAYMENT**

ITEM	DESCRIPTION	U OF I	QTY	FIRM ALL INCLUSIVE UNIT PRICE	EXT.
1	Dust Suppression units in accordance with Annex A.	EA	4		
2	Optional Dust Suppression unit in accordance with Annex A. (Refer to Part 6, 2.1)	EA	2		
Sub Total					\$
GST/HST (if applicable)					\$
Total					\$