

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jaspe
5th floor/5e étage
Edmonton
Alberta
T5J 1S6
Bid Fax: (780) 497-3510

**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
Public Works and Government Services Canada
Telus Plaza North/Plaza Telus Nord
10025 Jasper Ave./10025 ave. Jasper
5th floor/5e étage
Edmonton
Alberta
T5J 1S6

Title - Sujet Boat	
Solicitation No. - N° de l'invitation K4E21-120686/A	Date 2012-12-13
Client Reference No. - N° de référence du client EC	GETS Ref. No. - N° de réf. de SEAG PW-\$EDM-183-9646
File No. - N° de dossier EDM-2-35310 (183)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-01-23	
Time Zone Fuseau horaire Mountain Standard Time MST	
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: Tikhonovitch, Alex	Buyer Id - Id de l'acheteur edm183
Telephone No. - N° de téléphone (780) 497-3541 ()	FAX No. - N° de FAX (780) 497-3510
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF THE ENVIRONMENT Water Survey of Canada P.O. Box 2310, 5019-52 St Yellowknife Northwest Territories X1A 2P7 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 Water Survey of Canada has a requirement for one (1) new aluminum boat with engine and trailer (2012 -2013 model) as per Annex A and the terms and conditions herein.

This procurement is subject to the Tlicho Land Claims Agreement.

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* (<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 (2012-11-19) 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 ten (10) 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 the province of Alberta.

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 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 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

1.1.1 Mandatory Technical Criteria

Compliant with Annex A, Requirement.

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 Aboriginal Benefit percentage will be deducted from the sub-total if applicable (see Annex "C"- Aboriginal Opportunities Considerations). 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 and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation 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, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.

Canada 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 aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

2. Additional 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.

2.1 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, 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, 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 items in accordance with the Requirement at Annex A.

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.

3.1 General Conditions

2010A (2012-11-19), 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 _____.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Alex Tikhonovitch
Public Works and Government Services Canada
Acquisitions Branch
Western Region
5th Floor Telus Plaza North
10025 Jasper Avenue
Edmonton, Alberta T5J 1S6

Telephone: (780) 497-3541
Facsimile: (780) 497-3510
E-mail address: alex.tikhonovitch@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

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5.2 Project Authority

The Project Authority for the Contract is: **To be determined**

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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: _____

Organization: _____

Address: _____

Telephone: _____ - _____ - _____

Facsimile: _____ - _____ - _____

E-mail address: _____

6. Payment

6.1 Basis of Payment - Firm Lot Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex B - Basis of Payment for a cost of \$_____. 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 Price

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

6.3 Terms of Payment

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

6.4 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor

7. Invoicing Instructions

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.

8. Certifications

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 the province of Alberta.

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 (2012-11-19), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____

11. SACC Manual Clauses

B7500C (2006-06-16), Excess Goods

G1005C (2008-05-12), Insurance

ANNEX "A"**REQUIREMENT**

The Water Survey of Canada has a requirement for one (1) new aluminum boat with engine and trailer (2012 -2013 model) to be delivered to Yellowknife, NWT. The boat must be constructed to TP 1332 commercial standards.

The Contractor must contact the Project Authority at least one week prior to delivery in order to clarify the exact delivery point.

Minimum Performance Specifications

Bidders must address each Minimum Performance Specification listed below whether the product offered "Meets" or "Doesn't Meet" and provide supporting documentation for each item where applicable. Bidders are requested to cross reference by item number on their supporting documentation where it clearly shows the specification meets or exceeds each minimum specification and "N/A" if documentation is not available.

Item	Description	Meets	Doesn't Meet	Pg #
<u>The Boat must have:</u>				
1	Deadrise (degrees): Forward – 34, Amidship – 18, Aft 13;			
2	Boat Length (not including transom): minimum 17.5 ft – maximum 19.5 ft;			
3	Beam: min 92" - max 98";			
4	Height of sides: min 30" – max 36";			
5	Dry weight: 2500 lb max;			
6	Fuel capacity: minimum single onboard 200L;			
Hull				
7	Thickness (minimum): Bottom 0.19 inches; Side 0.125 inches;			

8	Extended transom – to a maximum boat length including transom of 20.3 ft;			
9	Closed cell polyurethane flotation;			
10	Floor surface: non –skid Marine grade vinyl/rubber (no carpet);			
11	Welded aluminum;			
12	Bow and stern eyes;			
13	Bow and stern cleats;			
14	Bow rail;			
15	Full windshield with walk through center and partial side glass and with windshield wipers on both sides;			
16	Kicker bracket;			
17	Self-bailing open bow with anchor storage;			
18	Swim platform;			
19	Boarding ladder;			
Electric				
20	Minimum one 12V power point;			
21	Navigation lights;			
22	Battery and holder;			
23	Electric bilge pump and blower;			
24	Keyed ignition;			
Cockpit				
25	Right hand single lever throttle and shift with trim control;			
26	Instruments including tachometer, fuel, voltage and speedometer;			

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27	Switch panel with breakers;			
28	Marine grade wiring;			
29	Seats: high back with dry box with lid, medium duty suspension;			
30	Storage trays minimum 2;			
31	Navigation light storage;			
32	2 (two) 37" long jump seats with closed storage boxes;			
33	Full canvas top with sides and back (with windows);			
34	Hydraulic Steering;			
35	Glove box - lockable;			

Make and Model of product being offered: _____

Bids which do not meet all of the Minimum Specifications listed above will be deemed non-compliant and given no further consideration.

If, upon delivery and acceptance, the product is found to not meet the Minimum Specifications, the product will be returned at the supplier's expense and the Contract will be terminated for default.

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Annex B

Basis of Payment

- The Firm Unit Price must be FOB Destination and include all delivery and off-loading charges to Yellowknife, NWT;
- Firm Unit Prices do not include GST, however GST will be added as a separate line item to any invoice issued as a result of a Contract.

Item	Description	Qty.	Firm Unit Price
1	Supply and delivery of the Boat with engine and trailer in compliance with the Minimum Performance Specifications outlined in Annex "A"	1 lot.	\$_____/lot
Total Assessed Bid Price: \$_____			

ANNEX C

ABORIGINAL OPPORTUNITIES CONSIDERATIONS

The following percentage reductions in the evaluated bid price (for evaluation purpose only) allow the Bidder to provide a guarantee of aboriginal benefits.

In order to comply with the requirements of the Tlicho Land Claim and Self-Government Agreement, the Bidder shall provide proof of:

- 1. employing Tlicho labour;

TLICHO CITIZENS EMPLOYEES

NAME & POSITION TITLE

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2. use a supplier/sub-contractor that is Tlicho entity.

For the purpose of interpretation, "Tlicho entity" means an entity which complies with the legal requirements to carry on business in the Northwest Territories and which is

(a) a corporation with more than 50 percent of the corporation's voting shares beneficially owned by Tlicho Citizens or the Tlicho Government; or

(b) a co-operative controlled by Tlicho Citizens or the Tlicho Government; or

(c) a sole proprietorship operated by a Tlicho Citizen; or

(d) a partnership in which at least 50 percent of the partners are Tlicho Citizens or the Tlicho Government.

COMPANY NAME: _____

ADDRESS: _____

POSTAL CODE: _____

TELEPHONE NO.: _____

FAX NO.: _____

TLICHO - ABORIGINAL BENEFITS PLAN	% Reduction Available	% Reduction Granted
Tlicho Recruitment Programs: Included a firm guarantee to use Tlicho employment content in carrying out the work.	2	
Supplier/Sub-contractors: Included a firm guarantee to use Tlicho Supplier/Sub-Contractors for the procurement.	3	
MAXIMUM TOTAL % REDUCTION AVAILABLE	5	