

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1
Bid Fax: (204) 983-0338

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 Mass Comparator	
Solicitation No. - N° de l'invitation U6331-130202/A	Date 2012-10-17
Client Reference No. - N° de référence du client U6331-130202	
GETS Reference No. - N° de référence de SEAG PW-\$WPG-202-8226	
File No. - N° de dossier WPG-2-35192 (202)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-27	
Time Zone Fuseau horaire Central Daylight Saving Time CDT	
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: Kozak, Tammy	Buyer Id - Id de l'acheteur wpg202
Telephone No. - N° de téléphone (204) 984-8825 ()	FAX No. - N° de FAX (204) 983-7796
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF INDUSTRY CANADA MEASUREMENT CANADA - VANCOUVER 3625 LOUGHEED HWY VANCOUVER BRITISH COLUMBIA V5M 2A6 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 - Western
Region
PO Box 1408, Room 100
167 Lombard Ave.
Winnipeg
Manitoba
R3C 2Z1

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

REQUEST FOR PROPOSAL

MASS COMPARATOR

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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. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1 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 (2012-07-16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

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, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before 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/formulaire-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.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications - Bid of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

1.1 SACC Manual Clauses

B1000T (2007-11-30), Condition of Material

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 five (5) 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 Manitoba.

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 8.5 x 11 inch (216 mm x 279 mm) 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 Exchange Rate Fluctuation
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

- (a) Bidders must have the ability to provide the goods in accordance with Annex "A" . Bidders MUST complete the compliance matrix and PROVIDE the MAKE AND MODEL # of the unit they are providing. Bidders are requested to provide technical documentation to demonstrate compliance.
- (b) Delivery must be made complete by March 31, 2013

1.2 Financial Evaluation

SACC Manual Clause A0222T (2010-01-11), Evaluation of Price

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

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

- 1.1** 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.

2. Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the goods and services offered are Canadian goods and Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 of clause A3050T.

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6.(9), Example 2, of the Supply Manual.

3. 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

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.

2.2 Certification

By submitting a bid, the Bidder certifies that the information submitted by the bidder in response to the above requirements is accurate and complete.

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".

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>)(<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 (2012-07-16), General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

While delivery MUST BE MADE COMPLETE by March 31, 2013, the best delivery that could be offered is _____.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Tammy Kozak
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
100-167 Lombard Avenue
Winnipeg, Manitoba R3C 2Z1

Telephone: 204-984-8825
Facsimile: 204-983-7796
E-mail address: tammy.kozak@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 Technical Authority

The Technical Authority for the Contract is:

Name: _____ TO BE DETERMINED AT CONTRACT AWARD _____

Title: _____

Organization: _____

Address: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

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 address: _____

6. Payment

6.1 Basis of Payment - Firm Unit Prices

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 \$ ____ TO BE DETERMINED 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 Price

SACC Manual clause C6000C (2007-05-25) Limitation of Price

6.3 Single Payments

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

6.4 SACC Manual Clauses

A9117C (2007-11-30), T1204 - Direct Request by Customer Department
 C2000C (2007-11-30), Taxes - Foreign-based Contractor
 C2605C (2008-05-12), Canadian Customs Duties and Sales Tax - 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 ____ TO BE DETERMINED AT CONTRACT AWARD ____.

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 General Conditions (2012-07-16) - Goods (Medium Complexity);
- (c) Annex A, Statement of Work;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____

11. SACC Manual Clauses

A9041C (2008-05-12), Salvage
 B7500C (2006-06-16), Excess Goods
 B1501C (2006-06-16), Electrical equipment

12. Insurance Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

ANNEX "A"**REQUIREMENT**

A 600 kg capacity mass comparator is required for the Western Region's Vancouver office to replace existing obsolete equipment that is not functioning within established specifications. This mass comparator will be used for the purpose of calibrating large weights (50 to 500 kg local standards) for both Measurement Canada and accredited service providers as mandated by the Weights and Measures Act. Local standards are used for calibrating and inspecting scales that are used in day to day trade of commodities and services. Weights will also be calibrated for private industry for use in scale calibrations and ISO purposes. This district office calibrates approximately 300 large mass standards per year.

MINIMUM MANDATORY SPECIFICATIONS FOR LARGE CAPACITY ELECTRONIC MASS COMPARATORS:

#	DESCRIPTION	MEETs	DOES NOT MEET	Specs for Model Offered (ie for item #1.1 - response would be 650kg)
1	General Performance Specifications - must have:			
1.1	Must have a 600 kg capacity.			
1.2	Reproducibility less than or equal to: 200 mg at 200 kg , 300 mg at 600 kg			
1.3	Readability less than or equal to 100 mg.			
1.4	Tare range of zero to capacity			
1.5	Self - indicating Range - uninterrupted from zero to capacity			
1.6	One - RS 232 communications port with cable			
1.7	Dimensional Suitability- Must accommodate a weight of 50 cm x 50 cm x 35 cm			
1.8	Permissible operating temperature - 15 degrees Celsius to 30 degrees Celsius			
2	Electrical Specifications:			
2.1	110 VAC +/- 10% with a line frequency of 60 Hz			
3	Technical Support:			
3.1	Technical support available during working hours.			
4	Delivery, Installation and Set-up and Packaging			
4.1	FOB Destination: Measurement Canada - Vancouver 3625 Lougheed Highway Vancouver, BC V5M 2A6			
4.2	Installation and setup must be provided by an authorized agent to ensure operational in accordance with the specifications detailed herein.			
4.3	Packaging and shipping are to be in accordance with the industry standard for all items in order to ensure their safe arrival at destination. Packing slips must accompany each shipment. The Contractor will be responsible for the safe delivery, installation and			

	obtaining acceptance of the Unit. All items must remain the responsibility of the Contractor until delivered, inspected and accepted by an authorized representative of Measurement Canada. Following acceptance of the Unit, all charges incurred for the replacement of malfunctioning equipment will be borne by the Contractor. Costs associated with replacement of equipment damaged in transit to the destination will be borne by the Contractor and the equipment must not be considered "delivered" for the purposes of satisfying the delivery time requirements as detailed above, unless the equipment is undamaged and ready for acceptance testing.			
5	Documentation & Manuals			
5.1	Documentation/Technical Manuals. The Contractor must provide a complete and current set of end-user documentation with each system delivered. Manuals must be unilingual English. Canada has the right to translate any of the unilingual technical manuals into the second of the two Official Languages and to make free use of that translation for Canada's purpose. This right must include the right to make, or to have made, copies for Canada's purposes only and to ultimately destroy those copies and the Contractor must have no right to the translation.			
6	Quality Assurance			
6.1	The Bidder must be an Authorized Seller or Reseller for the Unit they are offering to the Crown.			
6.2	The equipment offered must be "off-the-shelf" in that it must be composed of standard equipment requiring no further research or development and must be in current production and conform to the current issue of the applicable specification and/or part number of the Original Equipment Manufacturer. All equipment must be new, in that it shall not include refurbished equipment and in that all equipment must be of current manufacture.			

BIDDER MUST INDICATE MAKE AND MODEL OFFERED _____

ANNEX "B"**BASIS OF PAYMENT**

When completed the table below will be considered as the Bidder's Financial Bid.

Bidder must complete the Basis of Payment in accordance with the following:

1. Provide pricing for all Contract Item.
2. PRICING must be firm unit pricing, all inclusive for the period of the Contract. Rates MUST include ALL costs (freight and offloading) associated with providing the Goods in accordance with the Requirement at Annex A. GST, if applicable, is to be shown as a separate item on any resulting invoice.
3. Bidder must provide prices as per the unit of issue requested. Failure to do so will render the bid non-responsive without further consideration.

Item	Description	Qty	Unit of Issue	Unit Cost
1	<p>Electronic Mass Comparators as described in Annex A:</p> <p><u>FOB Destination :</u> Measurement Canada - Vancouver 3625 Lougheed Highway Vancouver, BC V5M 2A6</p> <p>NOTE: Carrier must call (604) 666-7585 prior to delivery.</p> <p><u>ALL INCLUSIVE PRICE INCLUDES:</u> all freight, delivery, and offloading charges. Installation and set-up by authorized agent</p>	1	EACH	