

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5
Bid Fax: (905) 615-2095**

**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 Geonor Precipitation Gauge	
Solicitation No. - N° de l'invitation K3D33-131124/A	Date 2013-10-31
Client Reference No. - N° de référence du client K3D33-131124	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-224-6405	
File No. - N° de dossier TOR-3-36055 (224)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-12-11	Time Zone Fuseau horaire Eastern Standard Time EST
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: Juan, Peggy	Buyer Id - Id de l'acheteur tor224
Telephone No. - N° de téléphone (905) 615-2467 ()	FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF THE ENVIRONMENT 4905 DUFFERIN STREET DOWNSVIEW Ontario M3H5T4 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
Ontario Region
33 City Centre Drive
Suite 480
Mississauga
Ontario
L5B 2N5

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. Introduction

The bid solicitation is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The Annexes include the Requirement, the Basis of Payment and any other annexes.

2. Summary

Environment Canada (EC), Downsview, Ontario requires the supply and delivery of *Geonor* T-200B3 600mm capacity weighing gauge to be used as replacements for the *Geonor* T-200B3 600mm capacity weighing gauges currently in-use at the EC surface weather and climate observing sites.

EC requires a firm 40 units to be delivered immediately after contract award by March 31, 2014 with an option to purchase up to 10 additional optional units to be delivered on or before March 31, 2014, option to purchase up to 25 additional optional units to be delivered by September 30, 2014, and option to purchase up to 25 additional optional units to be delivered on or before March 31, 2015.

Bidders must be prepared to meet immediate delivery after contract award.

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 and 2004.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

3. Debriefings

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 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

1.1 SACC Manual Clauses

B4024T (2006-08-15) No Substitute Products

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 Ontario.

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 copie)
Section II: Certifications (1 hard copie)

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) (<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: Financial Bid

- 1.1 Bidders must submit their financial bid in accordance with the Basis of Payment in Annex "B". The total amount of Applicable Taxes must be shown separately.

1.2 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, financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

1.1 Financial Evaluation

1.1.1 Mandatory Financial Criteria

Bidder must complete and submit Annex B, Basis of Payment in Canadian currency.

1.1.2 *SACC Manual* Clause A0220T (2013-04-25), Evaluation of Price

1.1.3 Evaluated Price will be the sum of all Extended Prices for the firm requirements and optional quantities from Annex B.

2. Basis of Selection - Mandatory Technical Criteria

2.1 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 and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default, if any certification made by the Bidder is found to be untrue whether during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with this request will also render the bid non-responsive or will constitute a default under the Contract.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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 OEM Certification

2.1.1 Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation Annex C. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

2.1.2 If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.

2.1.3 For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware, on all accompanying documentation, on mandatory certification reports, and on any support software.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Requirement

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

1.1 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex B 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 the expiry of the Contract by sending a written notice to the Contractor.

2. 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.

2.1 General Conditions

2030 (2013-06-27), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

2.2 Supplemental General Conditions

4001 (2013-01-28) Supplemental General Conditions - Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

3. Security Requirement

There is no security requirement applicable to this Contract.

4. Term of Contract

4.1 Period of the Contract

The period of the Contract is from (Date of Contract Award) to March 31, 2015 inclusive

4.2 Delivery Date

All the deliverables must be received on or before delivery dates listed in Annex B.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Peggy Juan
Supply Team Leader
Public Works and Government Services Canada
Acquisitions Branch
Address: 33 City Centre Drive - Suite 480C, Mississauga, Ontario L5B 2N5
Telephone: (905) 615-2467
Facsimile: (905) 615-2060
E-mail address: peggy.juan@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: __ (To be provided at time of contract award) _____

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex B for a cost of \$ _____ (insert the amount at contract award). Customs duties are included and Applicable Taxes are extra.

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 Multiple Payments

SACC Manual clause H1001C (2008-05-12) Multiple 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.

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.

B. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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 _____. *(Insert the name of the province or territory as specified by the bidder in its bid, if applicable.)*

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) the supplemental general conditions 4001 (2013-01-28) Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2030 (2013-06-27), General Conditions - Higher Complexity - Goods;
- (d) Annex A, Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____, *(insert date of bid)*.

11. Insurance

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

12. 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.

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tor224

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**ANNEX A
REQUIREMENT**

Please see attached.

**Appendix A
Specification for All Weather Precipitation Sensor**

Please see attached.

ANNEX B**BASIS OF PAYMENT**

The firm unit prices are the all-inclusive prices in Canadian currency including the provision of the Geonor T-200B3 Precipitation Weighing Gauge and all required components and documents, packaging fee, quality assurance service, transportation costs, 12-month warranty, Canadian custom duties and excise taxes and any other costs in order to meet the requirement as detailed in Annex A and Appendix A.

If option to purchase optional quantity is exercised, the pricing for the optional quantity will be the lesser of either:

- i) the prices detailed below; or
- ii) the Contractor's published price list in effect at the time the extension(s) is exercised, less any applicable quantity discounts; or
- iii) price to be negotiated with Canada at the time the extension(s) is exercised.

1. Firm Requirements:

Deliverables to be delivered on or before March 31, 2014:	Firm Quantity	Firm Unit Price (GST/HST extra)	Extended Price (GST/HST extra)
1. T-200B3 Precipitation Sensor, including the following: i. 3 Transducers P/N 470800, with current and valid individual calibration certificates; ii. 3 Excitation Unit (signal adapter), rail-mountable, P/N 455060 (replaces P/N 455055); and iii. 3 Overvoltage Protection, P/N 455020.	40 units of T-200B3	\$ _____	\$ _____
2. Pedestal (1 m Height Galvanized Steel) P/N 470400.	1 ea.	Inclusive	Inclusive
3. Single Alter wind shield with Stainless Steel Blades P/N 740250.	1 ea.	Inclusive	Inclusive
4. Instruction manuals (softcopy) in both English and French.	1 English copy and 1 French copy	Inclusive	inclusive
5. Mounting hardware	40 ea.	Inclusive	Inclusive
Total Firm Price \$			

2. Optional Quantities

Deliverables to be delivered on or before March 31, 2014.	Firm Quantity	Firm Unit Price (GST/HST extra)	Extended Price (GST/HST extra)
1. T-200B3 Precipitation Sensor, including the following:	10 units of T-200B3	\$ _____	\$ _____

i. 3 Transducers P/N 470800, with current and valid individual calibration certificates;			
ii. 3 Excitation Unit (signal adapter), rail-mountable, P/N 455060 (replaces P/N 455055); and			
iii. 3 Overvoltage Protection, P/N 455020.			
2. Pedestal (1 m Height Galvanized Steel) P/N 470400.	1 ea.	Inclusive	Inclusive
3. Single Alter wind shield with Stainless Steel Blades P/N 740250.	1 ea.	Inclusive	Inclusive
4. Instruction manuals (softcopy) in both English and French.	1 English copy and 1 French copy	Inclusive	inclusive
5. Mounting hardware	10 ea.	Inclusive	Inclusive
Deliverables to be delivered on or before September 30, 2014:	Firm Quantity	Firm Unit Price (GST/HST extra)	Extended Price (GST/HST extra)
1. T-200B3 Precipitation Sensor, including the following: i. 3 Transducers P/N 470800, with current and valid individual calibration certificates; ii. 3 Excitation Unit (signal adapter), rail-mountable, P/N 455060 (replaces P/N 455055); and iii. 3 Overvoltage Protection, P/N 455020.	25 units of T-200B3	\$ _____	\$ _____
2. Pedestal (1 m Height Galvanized Steel) P/N 470400.	1 ea.	Inclusive	Inclusive
3. Single Alter wind shield with Stainless Steel Blades P/N 740250.	1 ea.	Inclusive	Inclusive
4. Instruction manuals (softcopy) in both English and French.	1 English copy and 1 French copy	Inclusive	inclusive
5. Mounting hardware	25 ea.	Inclusive	Inclusive
Deliverables to be delivered on or before March 31, 2015.	Firm Quantity	Firm Unit Price (GST/HST extra)	Extended Price (GST/HST extra)
1. T-200B3 Precipitation Sensor, including the following: i. 3 Transducers P/N 470800, with current and valid individual calibration certificates;	25 units of T-200B3	\$ _____	\$ _____

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ii. 3 Excitation Unit (signal adapter), rail-mountable, P/N 455060 (replaces P/N 455055); and iii. 3 Overvoltage Protection, P/N 455020.			
2. Pedestal (1 m Height Galvanized Steel) P/N 470400.	1 ea.	Inclusive	Inclusive
3. Single Alter wind shield with Stainless Steel Blades P/N 740250.	1 ea.	Inclusive	Inclusive
4. Instruction manuals (softcopy) in both English and French.	1 English copy and 1 French copy	Inclusive	inclusive
5. Mounting hardware	25 ea.	Inclusive	Inclusive

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ANNEX C
OEM Certification

OEM Certification Form

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

Name of OEM _____

Signature of authorized signatory of OEM _____

Print Name of authorized signatory of OEM _____

Print Title of authorized signatory of OEM _____

Address for authorized signatory of OEM _____

Telephone no. for authorized signatory of OEM _____

Fax no. for authorized signatory of OEM _____

Date signed _____

Solicitation Number _____

Name of Bidder _____