

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 2Z4
Bid Fax: (250) 363-3344

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 -
Pacific Region
401 - 1230 Government Street
Victoria, B. C.
V8W 2Z4

Title - Sujet SURFACE DRIVE	
Solicitation No. - N° de l'invitation M2989-145160/A	Date 2014-01-24
Client Reference No. - N° de référence du client M2989-145160	GETS Ref. No. - N° de réf. de SEAG PW-\$XLV-242-6423
File No. - N° de dossier XLV-3-36208 (242)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-11	
Time Zone Fuseau horaire Pacific Standard Time PST	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Szczesniak, Michal	Buyer Id - Id de l'acheteur xlV242
Telephone No. - N° de téléphone (250) 363-8312 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: ROYAL CANADIAN MOUNTED POLICE SEE HEREIN	

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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Solicitation No. - N° de l'invitation

M2989-145160/A

Amd. No. - N° de la modif.

File No. - N° du dossier

XLV-3-36208

Buyer ID - Id de l'acheteur

xlv242

CCC No./N° CCC - FMS No/ N° VME

M2989-145160

LIST OF ANNEXES:

Annex A Requirement

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PART 1 - GENERAL INFORMATION

1-1 Security Requirement

There is no security requirement associated with this bid solicitation.

1-2 Requirement

The Royal Canadian Mounted Police has a requirement for the supply of a quantity of two Arneson Surface Drives as described in Annex A.

1-3 Sourcing Strategy

This procurement is subject to AIT and is exempt from NAFTA [see Chapter 10, Annex 1001.1b-1, paragraph 2].

1-4 Code of Conduct

Bidders must provide a list of names, or other related information as needed, pursuant to section 01 of Standard Instructions 2003 by completing Annex C.

1-5 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

2-1 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.

2-2 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.

2-3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than four (4) working 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.

2-4 Applicable Laws

1. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.
2. 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.

2-5 No Substitute Products

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed in the item description of the bid solicitation. Bidders are advised that substitute products will not be considered.

2-6 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least five (5) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3-1 Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

- Section I: Technical Bid (1 copy)
Section II: Financial Bid (1 copy)
Section III: Certifications (1 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.

3-1.1 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.

3-1.2 Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex B.

3-1.3 Section III: Certification Requirements

Bidders must submit the certifications required under Part 5.

3-2 Tables of Bid Deliverables

3-2.1 Mandatory Bid Deliverables

Regardless of requirements specified elsewhere in this bid solicitation and its associated Requirement, the following are the only mandatory documents that must be submitted with the bid at the time of bid closing. The Bidder must be compliant on each item to be considered responsive.

Item	Description	Completed and Attached
Section II Financial Bid		
1	Annex B, completed	

3-2.2 Supporting Deliverables

If the following documents which support the bid are not submitted with the bid they may be requested by the Contracting Authority and they must be provided within **twenty-four (24) hours** of the written request:

Item	Description	Completed and Attached	To be forwarded if requested by the CA
Section II Financial Bid			
1	Contractor's Representative(s) as per article 6-5.5		
Section III Certifications			
1	Provide the required information as per Code of Conduct articles 1-4 & 5-2.1 by completing and submitting Annex D.		

3-2.3 Supplementary Deliverables

The following information, which supports the bid, may be requested by the Contracting Authority, from the bidder and it must be provided within **5 working days** of the written request:

Item	Description	Completed and Attached
Section III Certifications		
1	Signed Consent Form (<u>Consent to a Criminal Record Verification form- PWGSC-TPSGC 229</u>) (http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html), as per articles 1-4 & 5-2.1	

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4-1 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.

4-1.1 Technical Evaluation

All *technical details* of the requirement are mandatory and as described under Article 6-2 and Annex A. In order to be found responsive the Bidder's submission must comply with all of the *technical details* of the requirement with no deviations.

4-1.2 Financial Evaluation

1. The price of the bid will be evaluated in Canadian Dollars, the Goods and Services Tax or the Harmonized Sales Tax excluded, Delivered Duty Paid (DDP) Destination Incoterms 2000, and Canadian customs duties and excise taxes included.
2. Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The nominal noon exchange rate given by the Bank of Canada (<http://www.bankofcanada.ca/en/rates/exchform.html>) in effect on the solicitation closing date will be applied as a conversion factor to the offers submitted in foreign currency.

4-2 Basis of Selection - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

5-1 General

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.

5-2 Mandatory Certifications Required Precedent to Contract Award

5-2.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder in and its affiliates are 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.

5-2.2 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.

PART 6 - RESULTING CONTRACT CLAUSES

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

6-1 Security Requirement

There is no security requirement applicable to this Contract.

6-2 Requirement

The Royal Canadian Mounted Police has a requirement for the supply of a quantity of two Arneson Surface Drives as described in Annex A.

6-3 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.

6-3.1 General Conditions

2010A (2013-04-25), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6-4 Term of Contract

6-4.1 Delivery Date

All the deliverables must be received on or before **March 31, 2014**

6-4.2 Destination Address

RCMP West Coast Marine Services
4412 Boban Drive
Nanaimo, BC V9T 5V9 Canada

6-4.3 Preparation for Delivery

Preparation for delivery and packaging are to be to the highest manufacturer's standard for the mode of transportation utilized, to ensure safe arrival at final destination.

6-4.4 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered Delivered Duty Paid (DDP) RCMP West Coast Marine Services, Nanaimo, British Columbia Incoterms 2000 for shipments from a commercial contractor.

6-4.5 Inspection and Acceptance

Goods will be inspected by the Inspection Authority and accepted by the Inspection Authority upon delivery at destination.

6-5 Authorities

6-5.1 Contracting Authority (CA)

The Contracting Authority for the Contract is:

Michal Szczesniak

Public Works and Government Services Canada

Marine Acquisitions

1230 Government Street, Suite 401

Victoria, BC V8W 3X4 Canada

Telephone: 1-250-363-8312

E-mail address: michal.szczesniak@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.

6-5.2 Technical Authority

The Technical Authority for the Contract is:

(To be completed by the Contracting Authority at Contract Award)

The Technical 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 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.

6-5.3 Inspection Authority (IA)

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the Requirements at Annex A and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment. Any communication with a Contractor regarding the quality of the Work performed pursuant to this Contract shall be undertaken by official correspondence through the Contracting Authority.

6-5.4 Project Authority (PA)

The Project Authority for the Contract is:

(To be completed by the Contracting Authority at Contract Award)

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 overall oversight of the Project. Technical matters may be discussed with either the Project Authority and/or the Technical 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.

6-5.5 Contractor's Representative

Name and telephone numbers of the person responsible for General Enquiries:

Name: _____ Telephone No: _____

Facsimile No.: _____ E-mail: _____

Name and telephone numbers of the person responsible for Delivery:

Name: _____ Telephone No: _____

Facsimile No.: _____ E-mail: _____

6-6 Payment**6-6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B. 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.

6-6.2 SACC Manual Clauses

Reference	Title	Date
H1000C	Single Payment	2008-05-12
B5007C	Procedures for Design Change or Additional Work	2010-01-11

6-7 Invoicing Instructions

6-7.1 The Contractor must submit invoices in accordance with the section of the General Conditions titled "Invoice Submission". Invoices cannot be submitted until all work identified in the invoice is completed.

Invoice is to be addressed to:
 RCMP West Coast Marine Services
 4412 Boban Drive
 Nanaimo, BC V9T 5V9

6-7.2 Invoices must be distributed as follows:

The original must be forwarded to the following address for verification:
 Public Works and Government Services Canada
 Marine Acquisitions
 1230 Government Street, Suite 401
 Victoria, BC V8W 3X4 Attention: Michal Szczesniak

6-8 Certifications

6-8.1 Compliance

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.

6-9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. **(To be completed by the Contracting Authority at Contract Award)**

6-10 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 2010A (2013-04-25), General Conditions - Goods (Medium Complexity);
- c. Annex A, Requirement;
- d. Annex B, Basis of Payment; and,
- e. the Contractor's bid dated _____ (insert date of bid) (If the bid was clarified or amended, insert at the time of contract award: “, as clarified on _____” **or** “, as amended on _____” and insert date(s) of clarification(s) or amendment(s))

6-11 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.

ANNEX A - REQUIREMENT

Arneson Surface Drive, ASD12 B1LU3, P/N 1025697A.

Drive Unit Only - Not to include steering cylinder or trim cylinder.

Quantity: 02.

ANNEX B - PRICE SCHEDULE

Item	Description	U.I.	Qty.	Firm Unit Price (DDP Destination)
A	Arneson Surface Drive ASD12 B1LU3, P/N 1025697A Drive Unit Only - Not to include steering cylinder or trim cylinder	Each	2	
Total Price				

**ANNEX C - INFORMATION REQUIRED FOR CODE OF CONDUCT
VERIFICATION**

Please provide list of names of the following entities, according to the ownership nature of the company

- 1. For a Corporation - each current member of the Bidder's Board of Directors;

- 2. For a Partnership, General Partnership or Limited Partnership - the names of all current partners;

- 3. For a Sole Proprietorship or an individual doing business under a firm name - the name of the sole proprietor or individual;

- 4. For a Joint Venture - the names of all current members of the Joint venture;

- 5. For an individual - the full name of the person
