

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0A1 / Noyau 0A1
Gatineau
Québec
K1A 0S5
Bid Fax: (819) 997-9776

**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 Bouées Subsurface(s) Buoys	
Solicitation No. - N° de l'invitation F3709-135020/A	Date 2014-01-31
Client Reference No. - N° de référence du client F3709-13-5020	
GETS Reference No. - N° de référence de SEAG PW-\$\$ML-002-24289	
File No. - N° de dossier 002ml.F3709-135020	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-03-12	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Wright, Muriel	Buyer Id - Id de l'acheteur 002ml
Telephone No. - N° de téléphone (819) 956-4886 ()	FAX No. - N° de FAX (819) 956-0897
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PÊCHES ET OCÉANS CANADA DAISS INSTITUT MAURICE LAMONTAGNE 850 ROUTE DE LA MER MONT JOLI Québec G5H3Z4 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

Marine Machinery and Services / Machineries et services
maritimes
11 Laurier St. / 11, rue Laurier
6C2, Place du Portage
Gatineau
Québec
K1A 0S5

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Bouées subsurface(s) Buoys	F3709	F3709	1	LOT	\$ XXXXXXXXXXXXX	See Herein	

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

The Department of Fisheries and Oceans requires various buoys detailed in Annex "A".

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

B7500C 2006-06-16, Excess Goods
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.

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

2.1 Prices - Items

Bidders must submit firm prices for all items listed in Annex "A".

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: Technical Bid (2 hard copies)

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 (2 hard copies)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid. Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Section III: Certifications (2 hard copies)

Bidders must submit the certifications required under Part 5.

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.

1.1 Exchange Rate Fluctuation

SACC Manual Clause C3011T 2013-11-06, Exchange Rate Fluctuation

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

Only those bids reflecting "no substitute" will be assessed.

1.2 Financial Evaluation

SACC Manual Clause A0220T 2013-04-25, Evaluation of Price

2. Basis of Selection

- 2.1** A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications 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.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor shall deliver the goods detailed in Annex "A" attached hereto and forming part of this document.

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 2013-04-25, 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 _____ (*insert the date*).

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Muriel Wright
Supply Specialist
Public Works and Government Services Canada (PWGSC)
Acquisitions Branch, Marine Sector
6C2, Place du Portage, Phase III
11 Laurier Street
Gatineau, Qc K1A 0S5

Telephone: 819-956-4886
Facsimile: 819-956-0897
E-mail address: muriel.wright@tpsgc-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: _____
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: _____

Telephone : _____

Facsimile: _____

E-mail address: _____

6. Payment

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 in Canadian funds the firm lot price specified in Annex "A" FOB Destination. 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 Method of Payment

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

6.4 SACC Manual Clauses

C2000C 2007-11-30, Taxes - Foreign-based Contractor
C2605C 2008-05-12, Canadian Customs Duties and Sales Tax - Foreign-based Contractor
C2608C 2012-07-16, Canadian Customs Documentation
C2611C 2007-11-30, Customs Duties - Contractor Importer

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.

Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract.

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 _____.

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 general conditions 2010A;
- (c) Annex "A", Requirement;
- (d) the Contractor's bid dated _____, as clarified on _____ **or** as amended on _____.

11. Shipping Instructions - Free on Board Destination and Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract FOB Destination including all delivery charges and customs duties and Applicable Taxes.

ANNEX(E) "A"

REQUIREMENT/BESOIN

PART NO./DESCRIPTION NUMÉRO DE PIÈCE/DESCRIPTION	QUANTITY QUANTITÉ	FIRM UNIT PRICE PRIX UNITAIRE FERME	EXTENDED EXTENSION
<p>PART NO. A2-2-0 SUBS Model A2 Streamlined Instrument Buoy, configured for RDI Sentinel Workhorse or V model ADCP. Rated to 200m, 90 lbs (40 kg) buoyancy without instrument. Includes instrument guard, instrument mounting brackets and mooring attachment brackets. Two Viny Floats Model 12B-3 installed. Please advise manufacturer and instrument model for other instruments or configurations.</p>	2		
<p>PART NO. C2-2-0 SUBS Model C2 Streamlined Subsurface Buoy. Rated to 6,000 meters, 106 lbs (48 kg) buoyancy in seawater. Complete with mooring tension bar, pivot/swivel assembly and anode. Two 17" glass floats installed.</p>	13		
<p>PART NO. D2-2-1R SUBS Model D2 Streamlined Instrument Buoy, configured for RDI Sentinel WH ADCP. Rated 6,000m, 108 lbs (49 kg) buoyancy in SW, excluding instruments. Includes instrument guard & mounting brackets and mooring attachment brackets. Two 17" glass floats Installed.</p>	1		
<p>PART NO. D4-2-1R-SL-SWH Mooring Buoy for RDI Sentinel Workhorse. Concists of two C2 buoys, with mounting hardware, tails and mooring yoke. Specify upward or downward looking. Each C2 contains 2 x 17" glass balls. 97 kg (213 lb) buoyancy without instruments. 6000m rated. All fittings 316SS.</p>	1		