

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

**Bid Receiving
PWGSC
33 City Centre Drive
Suite 480C
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 Musical Instruments	
Solicitation No. - N° de l'invitation W0113-15CS16/A	Date 2015-09-17
Client Reference No. - N° de référence du client W0113-15CS16	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-201-6919	
File No. - N° de dossier TOR-5-38048 (201)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-10-28	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: Ramnarine, Vashti	Buyer Id - Id de l'acheteur tor201
Telephone No. - N° de téléphone (905) 615-2419 ()	FAX No. - N° de FAX (905) 615-2060
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE MLS Base Supply 247 Cambrai Road, Bldg O-111 BORDEN Ontario L0M1C0 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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1. Security Requirement
- 1.2. Requirement
- 1.3. Debriefings
- 1.4. Trade Agreement

PART 2 - BIDDER INSTRUCTIONS

- 2.1. Standard Instructions, Clauses and Conditions
- 2.2. Submission of Bids
- 2.3. Enquiries - Bid Solicitation
- 2.4. Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. Evaluation Procedures
- 4.2. Basis of Selection

PART 5 - CERTIFICATIONS

- 5.1. Certifications Precedent to Contract Award
- 5.2. Certifications Required with the bid

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1. Security Requirement
- 6.2. Requirement
- 6.3. Standard Clauses and Conditions
- 6.4. Term of Contract
- 5.5. Authorities
- 6.6. Payment
- 6.7. Invoicing Instructions
- 6.8. Certifications
- 6.9. Applicable Laws
- 6.10. Priority of Documents
- 6.11. Insurance

List of Annexes:

- A Requirement
- B Basis of Payment

PART 1 - GENERAL INFORMATION

1.1. Security Requirement

There is no security requirement associated with this bid solicitation.

1.2. Requirement

The requirement is detailed under Article 2. Requirement of the resulting contract clauses.

1.3. Debriefings

Bidders may request a debriefing on the results from 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.

1.4. Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

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 (2015-07-03) 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: 60 Days

Insert: 90 Days

2.2 SACC Manual Clauses

B4024T (2006-08-15), No Substitute Products

2.3. 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.

2.4. 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.5. 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

3.1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](#)

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with Annex B, Basis of Payment. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

3.1.1 Exchange Rate Fluctuation

C3011T (2013-11-06) Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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

4.1.1.1 Mandatory Technical Criteria

- (a) The proposed equipment must meet the mandatory technical specifications detailed in Annex A, Requirement.
- (b) The bidders must submit technical documentation with their proposal, indicating how the proposed equipment meets the mandatory technical specifications detailed in Annex A, Requirement. The bidder is encouraged to specify the page number on their technical document/specification/literature to show compliance with each mandatory technical criteria.

4.1.2 Financial Evaluation

Mandatory Financial Criteria

4.1.2.1 Pricing must be submitted in Canadian currency in Annex B, Basis of Payment.

4.1.2.2 Evaluated Price will be the Firm Unit Price in Annex B, Basis of Payment

4.1.2.3 The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, FOB destination, Canadian customs duties and excise taxes included.

4.2. Basis of Selection – Multiple Items

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 on an item by item basis will be recommended for award of a contract(s).

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information 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 made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

Solicitation No. - N° de l'invitation

W0113-15CS16/A

Amd. No. - N° de la modif.

File No. - N° du dossier

TOR-5-38048

Buyer ID - Id de l'acheteur

tor201

Client Ref. No. - N° de réf. du client

W0113-15CS16

CCC No./N° CCC - FMS No/ N° VME

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/en/g/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - 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

6.1. Security Requirement

There is no security requirement applicable to this Contract.

6.2. Requirement

The Contractor must provide the items detailed under the "Requirement" at 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

2010 A (2015-09-03), 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 delivered on or before: 31 January, 2016.

6.5. Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:
Vashti Ramnarine
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
33 City Centre Dr., Ste. 480
Mississauga, ON, L5B 2N5
Telephone: (905) 615-2419
Facsimile: (905) 615-2060
E-mail address: vashti.ramnarine@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.

6.5.2 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.

6.5.3 Contractor's Representative

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone : _____
 Facsimile: _____
 E-mail address: _____

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 firm unit prices, as specified in Annex B, Basis of Payment for a cost of \$ _____. 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 Single Payment

(a) *SACC Manual* [clause H1000C](#) (2008-05-12) Single Payment

6.7. 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.

6.8. Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

6.9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____.

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 general conditions 2010A (2015-09-03), General Conditions - Goods (Medium Complexity);
- (c) Annexes
 - A - Requirement;
 - B - Basis of Payment;
- (d) the Contractor's bid dated _____.

6.11. Insurance

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.

6.12. SACC Manual Clause

A9068C (2010-01-11) Government Site Regulation
B1501C (2006-06-16), Electrical Equipment

ANNEX A REQUIREMENT

Music and Instrument Accessories

REQUIREMENT

The Department of National Defence (DND), Canadian Forces Base Borden, has a requirement to procure a variety of musical instruments, accessories and supplies for the Canadian Forces Logistics Training Centre (CFLTC).

Background

CFLTC – Music Division conducts various Reg Force and P Res music courses throughout the year. DND CFLTC teach all the Qualification Levels from QL 3 to QL7 as well as conducting courses for officers. Our aim is teach new skills and hone the existing skills of our candidates and give them tools to be better military musicians.

DND CFLTC provide their students with professional musical instruments for the duration of their stay at CFLTC – Music Div. These instruments are used for individual training, musical ensembles (concert band, stage band, etc.) and parade training. DND CFLTC have on average close to 150 students per year with access to the instruments they loan.

Objective

As part of the ongoing life cycle management of current holdings and to satisfy increasing / new demands, there exists a need to procure the items listed at Annex B.

Scope of Work

Because of our schedule during training, our students use these instruments for about 6 hours a day, in all kinds of weather and conditions. Even if they take good care of their instruments, after being used for 10 to 15 years, they need to be replaced.

In addition to the above considerations, in order for these newly procured instruments to visually and audibly match current holdings, the exact make / model, where specified is required and substitutions will not be accepted.

Accordingly, the make / model, where specified, of the instruments listed at Annex B, must be such that they are extremely durable and relatively low-maintenance but at the same of appropriate quality to provide meaningful music skill development.

All work is to be completed as soon as possible, but no later than 31 January 2016.

Tasks

For the supply and delivery of the following Musical Instruments and Accessories.

Brass, Percussion Instruments & Accessories - No-Substitute

Bidders must provide products that are of the same description, brand name, model and/or part number as detailed below.

Item #	Product Description	Brand Name/ Model/Part No.	Quantity
1	Series II Jubilee Baritone Saxophone dark gold lacquer finish	Selmer 55AFJDIR	1
2	Professional Tuba, ¾ size, .689 bore/4 valves	Yamaha YBB-621	1
3	Professional Flute S/S HJ In-line G	Yamaha YFL-587HCT	1
4	Trumpet/Xeno BB 'Bergeron' Lacquer/w case	Yamaha YTR8335LA	1
5	Selmer Reference 54 Tenor Sax, brushed finish	Selmer 74DIR	1
6	Buffet R13 BB Clarinet, Green line	Buffet BC1131G-5-0	5
7	Yamaha Pro 23" Timpani w/hammered Copper Bowl	Yamaha TP7323	1
8	Yamaha Pro 26" Timpani w/hammered Copper Bowl	Yamaha TP7326	1
9	Yamaha Pro 29" Timpani w/hammered Copper Bowl	Yamaha TP7329	1
10	Yamaha Pro 32" Timpani w/hammered Copper Bowl	Yamaha TP7332	1
11	Adams 4.0 Oct Soloist Rosewood Xylophone	Adams XSHV40	2
12	Valentino Deluxe Repair Kit	Valentino VDRK	1

ANNEX B**BASIS OF PAYMENT**

Firm unit prices in Canadian funds including Canadian customs duties, excise taxes, and F.O.B destination, including all delivery charges to destination specified. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) is to be show separately, if applicable.

FIRM REQUIREMENT

Delivery Date: All the deliverables must be received on or before 31 January 2016 or sooner (_____).

Item #	Product Description	Brand Name/ Model/Part No.	Qty	Firm Unit Price	Extended Price
1	Series II Jubilee Baritone Saxophone dark gold lacquer finish	Selmer 55AFJDIR	1		
2	Professional Tuba, ¾ size, .689 bore/4 valves	Yamaha YBB-621	1		
3	Professional Flute S/S HJ In-line G	Yamaha YFL-587HCT	1		
4	Trumpet/Xeno BB 'Bergeron' Lacquer/w case	Yamaha YTR8335LA	1		
5	Selmer Reference 54 Tenor Sax, brushed finish	Selmer 74DIR	1		
6	Buffet R13 BB Clarinet, Green line	Buffet BC1131G-5-0	5		
7	Yamaha Pro 23" Timpani w/hammered Copper Bowl	Yamaha TP7323	1		
8	Yamaha Pro 26" Timpani w/hammered Copper Bowl	Yamaha TP7326	1		
9	Yamaha Pro 29" Timpani w/hammered Copper Bowl	Yamaha TP7329	1		
10	Yamaha Pro 32" Timpani w/hammered Copper Bowl	Yamaha TP7332	1		
11	Adams 4.0 Oct Soloist Rosewood Xylophone	Adams XSHV40	2		
12	Valentino Deluxe Repair Kit	Valentino VDRK	1		
13	Delivery				
	TOTAL PRICE ITEMS 1 - 13:				