



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Réception des soumissions - TPSGC / Bid
Receiving - PWGSC
1550, Avenue d'Estimauville
1550, D'Estimauville Avenue
Québec
Québec
G1J 0C7

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 Air compressor	
Solicitation No. - N° de l'invitation F3012-17B796/A	Date 2017-05-29
Client Reference No. - N° de référence du client F3012-17B796	
GETS Reference No. - N° de référence de SEAG PW-\$QCL-037-17122	
File No. - N° de dossier QCL-7-40023 (037)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-07-11	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
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: Woods, Michael	Buyer Id - Id de l'acheteur qcl037
Telephone No. - N° de téléphone (418) 649-2715 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: NGCC MARTHA L.BLACK PÊCHES ET OCÉANS CANADA - GARDE CÔTIÈRE 101 BOUL.CHAMPLAIN QUEBEC Québec G1K7Y7 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
TPSGC/PWGSC
601-1550, Avenue d'Estimauville
Québec
Québec
G1J 0C7

Delivery Required - Livraison exigée Voir doc	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

1.1 Requirement

The requirement is detailed at article 6.2 of the Resulting Contract Clauses section.

1.2 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 SACC Manual Clauses

B1000T (2014-06-26) Condition of material – Bid

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.

Your proposal can be transmitted by fax to # 418-648-2209 or by mail to the following address:

Bid Receiving Unit
Public Works and
Government Services Canada (PWGSC)
1550 D'Estimauville Avenue
Quebec City, Quebec, Canada, G1J 0C7

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) 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.

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2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in the Province of Quebec.

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) (<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 the Basis of Payment – Annex B. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06), Exchange Rate Fluctuation

3.1.2 SACC Clause

Section III: Certifications

Bidders must submit the certifications and additional information 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

Each bid will be reviewed to determine whether it meets the mandatory requirements of the bid solicitation. Any element of the bid solicitation identified with the words "must" or "mandatory" is a mandatory requirement.

Bids that do not comply with each and every mandatory requirement will be declared non-responsive and be disqualified.

4.1.1.1 Mandatory Technical Criteria

The bidder must include with his proposal:

1. The "Table of technical compliance" at Annex C duly filled-in:

The mandatory criteria listed in the "table of technical compliance" **must all be met**. The bidder must indicate whether or not the product offered complies with each of the mandatory technical specifications by checking the suitable box. It is **mandatory** that the bidder gives an answer for each specification.

4.1.1.2 Table of technical compliance

Although bidders must propose products meeting all mandatory specifications and components outlined in Annex "A"; at the bid closing date, bids will be evaluated on preselected mandatory specifications and components at Annex "C".

4.1.2 Financial Evaluation

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

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and all the mandatory technical criteria to be declared responsive. The responsive bid with the lowest Total Bid Price (TBP) (Annex B) will be recommended for award of a contract.

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. Unless specified otherwise, 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 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

5.2.3 Bidder certifies that All Equipment is "Off-the-Shelf"

Any equipment bid to meet this requirement must be "off-the-shelf" (unless otherwise stated in this bid solicitation), meaning that each item of equipment is commercially available and requires no further research or development and is part of an existing product line with a field-proven operational history (that is, it has not simply been tested in a laboratory or experimental environment). If any of the equipment bid is a fully compatible extension of a field-proven product

line, it must have been publicly announced on or before the bid closing date. By submitting a bid, the Bidder is certifying that the entire equipment bid is off-the-shelf.

5.2.4 OEM Certification (Annex C)

- (a) 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). **(Annex C)**

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. 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.

- (b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (c) For the purposes of this bid solicitation, EOM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

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 Requirements

There is no security requirement applicable to this contract.

6.2 Requirement

The Contractor must supply and deliver one (1) Marine Starting air compressor - **Atlas Copco, model STARTAIR LT7-30 or equivalent**, in accordance with the Requirement described 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

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

6.4.1.1 Initial Contract

The initial contract period is from the date of contract award until the end of the warranty period inclusively.

6.4.2 Delivery Date

6.4.2.1

All the deliverables of the firm quantity of the Basis of Payment, Annex B must be received on or before twelve (12) weeks after contract awarded.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Michael Woods
Title: Supply Specialist (Marine)

Public Works and Government Services Canada
Acquisitions Branch

Address 1550, D'Estimauville Ave.,
Quebec, Qc.
G1J 0C7

Telephone: 418-649-2715
Facsimile: 418-648-2209
E-mail address: michael.woods@pwgsc.gc.ca

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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

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 for a cost of \$ _____ (insert the amount at contract award). DDP at 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.

6.6.2 Limitation of Price

SACC Manual clause [C6000C](#) (2011-05-16) Limitation of Price

6.6.3 Single Payment

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:

DFOinvoicing-MPOfacturation@dfo-mpo.gc.ca

Important:

Write the name of the following person on invoice;

██████████ – Tel. ██████████ Fax: ██████████

AND

An electronic copy must be transmitted to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9 Applicable Laws

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

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 (2016-04-04) Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Annex B, Basis of payment;
- e) Annex C, Table of technical compliance;
- f) the Contractor's bid dated _____ (*insert date of bid*)

6.11 SACC Manual Clauses

G1005C	2016-01-28	Insurance
B7500C	2006-06-16	Excess Goods
D9002C	2007-11-30	Incomplete Assemblies
A9006C	2012-07-16	Defence Contract

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6.12 Inspection and Acceptance

The Project 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 of the Statement of Work 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.

6.13 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered DDP Delivered Duty Paid; NGCC Martha L. Black, CCGS Martha L. Black, Fisheries and Oceans – 101, boulevard Champlain, Quebec, Quebec. Canada G1K 7Y7, Incoterms 2000 for shipments from commercial contractor.

ANNEX « A »

STATEMENT OF REQUIREMENT

**Marine Starting air compressor / Compresseur marin d'air de démarrage
Atlas Copco, model/modèle STARTAIR LT7-30 or/ou (e)équivalent**

Capacity / Capacité: 25 m³/hr to / à 30 m³/hr @ 30 bars;

Working pressure / Pression d'opération: 15 bars to / à 18 bars;

Construction : Marine approved / Type Marin
Air cooled design / Refroidissement à l'air
2 stage oil lubricated pistons / Pistons lubrifiés deux étages
Direct driven / Entraînement direct
Vibration / noise / bruit : Maximum 80 DBA
With vibration isolators mounting / Avec amortisseurs de vibration
With complete bedplate / Avec assise unique

Motor / Moteur: TEFC Type motor / Moteur type TEFC
For high ambient temperature (50°C) / Pour haute température ambiante (50°C)
Supply / Alimentation: 575/600 Volts/3Ph/60Hz/
Power / Puissance : 7 H.P. to / à 10 H.P.

Maximum dimensions maximales : L x W x H : 1100 mm x 625 mm x 1300 mm

Compressor and motor assembly Certification:

Type approved by a Marine Society Class, recognized by Transport Canada /
Type approuvé par une société de classification maritime reconnue par Transports Canada;

**Class certification must be provided before contract allocation /
La certification de l'ensemble doit être fournie avant l'octroi du contrat**

Shop tests / Essais en atelier:

- Performance and hydrostatic tests to be witnessed by a Transport Canada approved, Marine Society Class surveyor.
- Essais de performance et hydrostatique doivent être exécutés en présence d'un inspecteur d'une société de Classification reconnue par Transports Canada.

The performance and hydrostatic test certificates must be provided before delivery to the vessel /
Les certificats des essais de performance et hydrostatique doivent être fournis avant la livraison à bord du navire;

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ANNEX « B »

BASIS OF PAYMENT

B1. Price – Firm Quantity

Art.	Description	Qty	UD	Firm Unit Price	Total Firm Price (CAD)
1	Marine Starting air compressor - Atlas Copco, model STARTAIR LT7-30 or equivalent In accordance with the specifications described in Annex « A »: Specify the Brand Name and model of equipment: Brand Name : _____ Model : _____	1	EACH	\$	\$
2	DDP (Quebec City, Quebec, Canada), including custom duty, handling and delivery	1	LOT	\$	\$
TOTAL =					\$
Note: Price in Canadian currency, not including Applicable Sales Taxes.					

Best delivery date:

Although the deliverables must be received **no later than 12 weeks after contract award**, please indicate the best delivery date, if possible: _____.

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ANNEX « C »

TABLE OF TECHNICAL COMPLIANCE

Brand and model number: _____

Item	Description	Bidders Proposition Details	Comply (Yes or No)	Technical documents reference (page #, para)
1	Capacity: 25 m ³ /hr to 30 m ³ /hr @ 30 bars			
2	Working pressure: 15 bars to 18 bars			
3	Type approved by a Marine Society Class, recognized by Transport Canada			
4	Supply power : 575/600 Volts/3Ph/60Hz/			