



## **Invitation to Tender 2010-507**

### **Supply of Long Life Acoustic Releases Department of Ocean Tracking Network CFI Project**

**February 18, 2010**

**CLOSING DATE:** Tenders must be received before 4:00:00 p.m. Atlantic Time, as designated by the office clock, Thursday, March 11, 2010

**Note: Bidders downloading this file, with the intention of submitting a Tender, are required to register with the Dalhousie University Purchasing Department, at least three (3) days Atlantic Time, prior to the Tender closing time and date, by emailing the Purchasing Department representative named in the Tender document. Include your up-to-date contact information. Failure to do so may result in rejection of your Tender.**

**Dalhousie University  
Purchasing Department**

## Invitation to Tender

**DATE:** February 18, 2010

**TENDER NUMBER:** 2010-507/Supply of Long Life Acoustic Releases

**CLOSING DATE:** Tenders must be received before 4:00:00 p.m. Atlantic Time, as designated by the office clock, Thursday, March 11, 2010

**All to be in accordance with the following and the attached:**

1. Information to Bidders: (4 pages)
2. Specifications: (1 page)
3. Terms and Conditions of Bidding: (1 page)
4. Terms and Conditions of Purchase Order: (2 pages)
5. Tender Summary Form: (7 pages)
6. Compliance Checklist: (2 pages)
7. Appendix A: (1 page)

Bidders are requested to submit one (1) original and one (1) exact copy of their Authorized Tender, including the completed and signed original Tender Summary Form, signed copy of each addendum (if any), and any other documentation requested throughout the Invitation to Tender, or deemed relevant by the Bidder. Tenders must be submitted in a sealed envelope with the Tender number clearly marked on the outside of the envelope. Electronic and facsimile Tenders will not be accepted.

**Failure to provide a completed and signed copy of the Tender summary form attached will result in your tender being rejected.**

**Tender Forms and Sections must be completed in full or will be to the Bidders disadvantage.**

**Bidders are responsible for ensuring that they are aware of and have complied with any addenda by visiting [www.interuniversity.ns.ca](http://www.interuniversity.ns.ca) or contacting the Purchasing Representative named in the document. Addenda (attachments not necessary) must be signed and submitted with the Tender. Addenda submitted by facsimile or electronic communication will not be accepted.**

It is the Bidder's responsibility to ensure Tenders arrive, at the Purchasing Department, no later than the closing date and time specified, at the following address:

- **DELIVER TENDERS TO:**  
Dalhousie University Purchasing Department  
RE: 2010-507/Supply of Long Life Acoustic Releases  
1360 Barrington Street, Building B - Room B225  
Halifax, Nova Scotia B3J 1Z1
- **TENDER DOCUMENTS MAY BE OBTAINED AT:**  
Dalhousie University Purchasing Department  
1360 Barrington Street, Building B - Room B225  
Halifax, NS B3J 1Z1

It is the Bidder's responsibility to clarify interpretation of any item in this Invitation to Tender, before the closing date and time specified, by contacting:

**Tender Detail:** Cindy Brenton, Senior Buyer, Purchasing  
Phone (902) 494-1319; Fax (902) 494-1534; E-mail: [cindy.brenton@dal.ca](mailto:cindy.brenton@dal.ca)

**INVITATION TO TENDER 2010-507**  
**SUPPLY OF LONG LIFE ACOUSTIC RELEASES**  
**INFORMATION TO BIDDERS**

**1. SCOPE OF WORK**

- 1.1 Supply of Long Life Acoustic Releases as per specifications.
- 1.2 All equipment must meet applicable standards.
- 1.3 The acquisition of the equipment and/or services described in this document, is dependent on external funding through the Canada Foundation for Innovation (CFI) (see website: [www.innovation.ca](http://www.innovation.ca)).
- 1.4 Bidders must therefore consider the following factors when responding to this Invitation to Tender:
  - 1.4.1 The total award by CFI is positively affected by matching funds from other entities, for securing “in-kind” contributions such as donations of equipment, discounts above regular educational discounts, etc. Note: Inflation of list and or educational pricing in order to provide an IN-KIND contribution is **not** acceptable.
- 1.5 Provide detailed pricing, including any quantity discount breaks and corresponding prices, with Tender responses.
- 1.6 Provide detailed specifications with Proposal responses including information with regards to operating costs including details of power consumption.
- 1.7 Provide warranty details with Tender responses.
- 1.8 Provide software specifications and upgrade details with Tender responses.
- 1.9 Provide a detailed list of required consumable items (if required) and a list of the ten most common require parts complete with current pricing.
- 1.10 Quantities are estimates only. Actual quantities purchased may be increased or decreased due to budget constraints. The estimate of the original order quantity is 100. An additional 350 releases may be purchased on an as if and when required basis over the next 3 ½ years. If required, the surface communication package will be purchased with the original order of acoustic releases. An additional 7 surface communication packages may be purchased over the next 7 years.
- 1.11 Demonstration of proposed units may be required at no cost to the University.

**2. CLOSING DATE**

- 2.1 Tenders must be received before 4:00:00 p.m. Atlantic Time, as designated by the office clock, Thursday, March 11, 2010. Tenders received after this time shall be rejected. Electronic and facsimile Tenders will not be accepted.

**3. DELIVERY**

- 3.1 Delivery is required as soon as possible, following the award of the Tender. Delivery of at least 70 units prior to May 31, 2010 would be preferred. Bidders are asked whether they can meet this request.

**4. TAXES**

- 4.1 All prices shall be Harmonized Sales Tax (HST) extra.
- 4.2 Where applicable, the Bidder shall indicate HST as a separate item on all documentation. The successful Bidder shall provide their HST Registration Number on all invoices.

## 5. DEFINITIONS

In this Invitation to Tender, the following words or phrases have the corresponding meanings:

- 5.1 “Contract Documents” means Dalhousie University Purchase.
- 5.2 “Tender Summary Form” means a written and legal document signed, sealed and submitted by the bidder for the consideration of Dalhousie University, containing the bid price, and completion/delivery time.
- 5.3 “Tender Documents” means this Tender, those documents listed in the Tender Form and Appendix A to Tender.
- 5.4 “Tender Price” means monetary sum identified by the Bidder in the Tender Form.
- 5.5 “List Price” means a published or advertised retail price of something that can often be discounted by the seller.
- 5.6 “Educational Price” means the pricing that has been discounted due to educational status.
- 5.7 “CFI IN KIND” means a discount above and beyond any normal educational discount.

## 6. TENDER CALL

- 6.1 Tenders signed and dated must be received in sealed envelopes, before the stipulated date and time specified in the Invitation to Tender and marked as follows:

Dalhousie University Purchasing Department  
RE: 2010-507/Supply of Long Life Acoustic Releases  
1360 Barrington Street, Building B-Room B225  
Halifax, Nova Scotia B3J 1Z1

- 6.2 Tenders submitted after the above time shall be considered noncompliant.
- 6.3 Tender acceptance for award of contract will follow from a detailed review of the status and suitability of Tenders for the Project, which will be carried out by the Owner.
- 6.4 No facsimile or electronic Tenders, or amendments thereto, will be accepted.
- 6.5 Non-compliant Tenders will not be considered for the Project and the bidder will be notified.

## 7. AMENDMENTS

- 7.1 Amendments to a submitted Tender will be permitted if received in writing, in a sealed envelope, prior to Tender closing time and if endorsed by the same party or parties who signed and sealed the Tender.

## 8. ALTERNATES/OPTIONS

- 8.1 The original tender form is to be completed to represent the specifications identified in the tender document. Alternative(s) or option(s) must be clearly distinguished and identified with the words “Alternate/Option A” or “Alternate/Option B” etc.

## 9. TENDER INELIGIBILITY

- 9.1 Tenders that are not provided in sealed envelopes, executed on the forms provided by the owner, unsigned, improperly signed, illegible, contain mathematical errors, erasures, and alterations, will be declared non-compliant. **The “Tender Summary Form” must be signed as an acknowledgement of receipt and understanding of the documents (including Special Provisions and Addenda where applicable).**
- 9.2 Tenders submitted after the date and time specified will be declared non-compliant and will be returned to the Bidder unopened, or kept on file for Purchasing records at the discretion of the Purchasing Department.
- 9.3 Tender Forms and Addenda submitted by facsimile transmission or email will be declared non-

compliant.

9.4 Tenders that fail to include signed addenda will be declared non-compliant.

9.5 There will be no obligation to receive unsolicited information, whether written or oral, from any Bidder.

## **10. CONFIDENTIALITY OF INFORMATION**

10.1 All documents, information, specifications, tracings, or attachments provided by Dalhousie University and pertaining to this Tender remains the property of the University and shall be treated in strict confidence by the Bidder. No part of this Tender may be transmitted to, or discussed with a third party, nor reproductions made thereof, without prior written consent of the University, except for the purpose of this Tender.

## **11. OWNERSHIP OF TENDERS AND FREEDOM OF INFORMATION**

11.1 All documents, including Tenders, submitted to The Owner become the property of the Owner.

## **12. COMMUNICATION**

12.1 The University will not assume responsibility for oral instructions or suggestions. Should the Bidder find discrepancies in, or omissions from the specifications, or should the Bidder be in doubt as to their meaning, the Bidder shall notify the Purchasing Department, who may if necessary, send written addenda to all Bidders.

12.2 It is the Bidders responsibility to clarify interpretation on any item in these documents, by contacting the representatives in the Invitation to Tender. Clarifications requested by the Bidders must be submitted in writing by 1:00 p.m. Atlantic Time, **seven** working days before the closing date. The reply may be in the form on an addendum, a copy of which will be forwarded to known Bidders no later than 1:00 p.m. Atlantic Time, **five** working days before the closing date.

12.3 The Bidder shall notify the Owner immediately upon finding discrepancies or omissions from the Tender Documents.

12.4 Clarifications and alternates requested by the Bidders will be clarified in the form of an Addendum.

## **13. ADDENDA**

13.1 Addenda may be issued during the Tender call.

13.2 All addenda become part of the Tender documents. Include cost in the Tender price unless otherwise stated. The Tender price must include any changes or clarifications set out in the addenda.

13.3 Only written addenda shall be binding.

13.4 All addenda must be signed and submitted before closing date and time specified to be compliant. Signed addenda submitted by facsimile or electronic communication will not be accepted.

## **14. INDEMNITY**

14.1 The successful bidder will be required to provide Dalhousie with proof that it owns all intellectual property rights in the equipment and software that is supplied and with an indemnity against claims regarding any violations of the intellectual property rights of third parties.

## **15. CORPORATE REFERENCES**

15.1 Bidders shall provide three corporate references along with information on the type and scope of business that you are providing these organizations. If you have been the Supplier for a contract similar in nature to the one envisaged in this Tender, provide that information, along with the name

and telephone number of a contact person. The University reserves the right to contact references without prior consent of the Bidder. (Appendix A)

## **16. EVALUATION BY THE UNIVERSITY**

- 16.1 The University shall evaluate all valid Tenders and select the Tender most attractive to the University and which, in the sole discretion of the University, is deemed to be in the best interest of the University.
- 16.2 Without limiting the meaning of the terms "most attractive" and "the best interest of the University", the following criteria normally will be included in the evaluation of Tenders:
  - 16.2.1 Compliance to Tender Specifications
  - 16.2.2 Compliance to Contractual Terms and Conditions
  - 16.2.3 Total evaluated cost
  - 16.2.4 Delivery/completion time
  - 16.2.5 Experience of Bidder on projects of similar size and scope
  - 16.2.6 Previous experience with the University
  - 16.2.7 Superior design features considered advantageous to Dalhousie
  - 16.2.8 Operating and maintenance costs (where applicable)
  - 16.2.9 Reliability/reputation of product being supplied (where applicable)
  - 16.2.10 Adaptability and modification potential to meet future University needs
  - 16.2.11 Ease of integration with current University operations
  - 16.2.12 Environmental impact
  - 16.2.13 Corporate Ethics Policy
- 16.3 Where the University has stated specifications that must meet a "minimum" standard, a Bidder may include a project or product, which exceeds said standards provided there are advantages to the University in terms of operating or capital costs or other relevant factors.
- 16.4 The University reserves the right to clarify any portion of a Tender with any Bidder, and to negotiate with one or more Bidders during the evaluation process.

**INVITATION TO TENDER 2010-507**  
**SUPPLY OF LONG LIFE ACOUSTIC RELEASES**  
**SPECIFICATIONS**

**1. Supply of Long Life Acoustic Release as per the following (quantity 100 each):**

- 1.1 Must be capable of deployments of at least four years;
- 1.2 Minimum safe working load of at least 90 Kg, (for dynamic load with safety factor of 5:1);
- 1.3 Overall load rating of 450 Kg or more;
- 1.4 Must be depth rated to at least 500m;
- 1.5 Communication beam pattern must be omni-directional in the upper hemisphere;
- 1.6 Reliable communication range, (slant range), of at least 800m in seawater;
- 1.7 Must incorporate transpond/transmit function and be able to communicate accurate range data to the surface transducer/deck box;
- 1.8 Must be capable of transmitting status information including confirmation of release activation;
- 1.9 Must be capable of transmitting range data post-release activation;
- 1.10 Acoustic release code structure must provide for large number of unique addresses, (>200), such that there is no interference between any two release units;
- 1.11 Instrument functionality and specifications must be maintained during extended deployments in seawater at temperature as low as -2C, including battery life, or state otherwise.
- 1.12 All exterior surfaces and housing must be constructed of materials which offer superior corrosion resistance;
- 1.13 Parts which are subject to wear or corrosion over the long term must be available and user replaceable in order to facilitate multiple deployments
- 1.14 It is anticipated that the original purchase will be for 100 releases (budget depending) and that an additional 350 may be purchased on an as, if and when required basis over the next 3 ½ years.
- 1.15 For the purpose of this tender please indicate separately the pricing of the surface communication package, (deck box, surface transducer and any associated software). It is anticipated that if required one surface communication package will be purchased with the initial order of releases and that approximately 7 more may be purchased on an as, if and when required basis during the remainder of the project (within 7 years).

**2. BIDDER INNOVATION**

- 2.1 The University encourages Bidder innovation. If a Bidder offers goods or services different than those specified in the Tender, and, these may be of advantage to the University, Bidders are strongly encouraged to submit as many of these alternatives as they see fit. These should be clearly identified as alternatives and shall be considered at the sole discretion of the University.

## **TERMS AND CONDITIONS OF BIDDING**

### **1. BID SUBMISSION**

- 1.1 These terms and conditions constitute an integral part of this Invitation to Tender (Bid Document) and the registered Bidder (Bidder) acknowledges acceptance by signing the Tender Summary Form. Bid Submissions (Tenders) are to be submitted on the forms provided and/or in the format specified in the Bid Document. Furthermore, Tenders that do not include one signed copy of the Tender Summary Form will be rejected.
- 1.2 All communication regarding this Bid Document shall be directed to the University contact named in the Bid Document. The University will not assume responsibility for verbal instructions or suggestions. Should the Bidder find discrepancies in, or omissions from the specifications, or should the Bidder be in doubt as to the meaning of any part of the Bid Document, the Bidder shall notify the University, who may issue written addenda to all Bidders.
- 1.3 The submission of a Tender shall be deemed proof that the Bidder is satisfied as to all provisions of the Bid Document. The University will not entertain claims based on assertion by the Bidder that it was uninformed or unaware of specifications, terms or conditions.
- 1.4 All Tenders shall be sealed and must be received in writing. Electronic Tenders (e.g., phone, fax, email), and amendments thereto, will not be considered unless expressly stated in the Information to Bidders section of the Bid Document.
- 1.5 The Bid Document number and title must appear on Tenders, including the outer packaging. The Bidder should initial each page of the Tender.
- 1.6 All Tenders shall be in enough detail to allow the University to determine the Bidder's position from the documents received. The University may refuse to consider any Tender that does not include documentation or other information specified in the Bid Document.
- 1.7 All materials submitted in response to this Bid Document shall become the property of the University.
- 1.8 All costs incurred in preparing a Tender, or presenting or elaborating upon a Tender, shall be borne solely by the Bidder.
- 1.9 The University will evaluate Tender's based on the evaluation criteria specified in the Tender Document. The lowest or any Tender will not necessarily be accepted.

### **2. GENERAL**

- 2.1 The Bidder declares that the Tender is not made in connection with any other Bidder submitting a Tender for the same goods or services and is in all respects fair and without collusion or fraud.
- 2.2 The Bidder represents that it does not discriminate based upon race, color, religion, sex, marital status, age, national origin, or disability.
- 2.3 It is the responsibility of the Bidder to ensure that no representative extends entertainment, gifts, gratuities, discounts or special services, regardless of value, to an employee of the University, or any member of the University Board of Governors, Senate, Faculty or Departments. Bidders shall report to the Manager, Purchasing, any attempt to obtain such favours. Furthermore, Bidders shall disclose if any University employee is involved with the Bidder's company in any way.
- 2.4 All documents, information, specifications, tracings, or attachments provided by the University and pertaining to this Bid Document remain the property of the University and shall be treated in strict confidence by the Bidder. No part of this Bid Document may be transmitted to, or discussed with a third party, nor reproductions made thereof, without prior written consent of the University.
- 2.5 Bidders are advised that no commitment shall exist until such time as the successful Bidder receives official written notice from the University.
- 2.6 The University reserves the right to cancel the Tender process at any time. In the event of any such cancellation, the University shall not be obligated to pay any costs, damages or claims of any type or kind to any Bidder or potential Bidder.
- 2.7 The successful Bidder shall agree to all University Terms and Conditions of Purchase Order.

## TERMS AND CONDITIONS OF PURCHASE ORDER

1. *Unless waived or otherwise agreed in writing by the University*, this Purchase Order and its terms and conditions shall not be altered, amended, varied, or modified. Any inconsistent or additional terms or conditions proposed by the Supplier are hereby rejected and shall not bind the University in any way. In the event that the terms and conditions of this Purchase Order are in conflict with, or differ from, the Supplier's terms and conditions, the terms and conditions of this Purchase Order shall prevail.
2. All documents, information, specifications, blueprints, tracings, or attachments provided by the University and pertaining to this Purchase Order must be treated in strict confidence by the Supplier and must not be transmitted to, or discussed with, a third party, nor reproductions made thereof, without prior written authorization of the University.
3. Unless otherwise specified, all shipments shall be delivered FOB destination, offloaded and installed (where specified), freight prepaid and included. It is the Supplier's responsibility to arrange full and complete protection of all shipments to the University. No additional charges of any kind, including charges relating to boxing, packaging or cartage will be allowed unless specifically agreed to in writing by the University. All packaging must adequately protect the goods given their specific nature. The Supplier shall ensure that University's property is kept clean of any rubbish or surplus materials resulting from the supply of goods or services. Title to goods, and the risk of loss or damage to such goods, shall transfer from the Supplier to the University upon delivery of the goods to, and acceptance of them by, the University.
4. The Supplier guarantees that goods or services will be delivered in accordance with the specification, drawing, sample, or quotation referenced or attached hereto, and agrees that this guarantee shall survive acceptance of goods or services by the University. Goods or services delivered which are not in accordance with this condition may be returned to the Supplier, or rectified by the Supplier, at the Supplier's expense, at the option of the University.
5. In the event of the Supplier's failure to deliver as and when specified, the University may cancel this Purchase Order in whole or in part without prejudice to other rights and remedies, and may return part or all of any shipment at the Supplier's expense.
6. Payments will be made in Canadian funds unless otherwise stated on this Purchase Order. Where applicable, the dates and amounts of cash discounts shall be established by receipt of correct invoice or correct material according to the terms of the Purchase Order, whichever is later.
7. Where applicable, the University may withhold any and all payments due under this Purchase Order until the Supplier furnishes a statutory declaration as provided by a notary public stating that all invoices for labour and material provided to the Supplier relating to this Purchase Order have been paid in full.
8. Regardless of payment, all goods and services shall be subject to inspection and approval by the University without limitation as to time. The University may reject the goods and/or services, in whole or in part, and/or terminate the Purchase Order if, in the opinion of the University, the goods and/or services, in whole or in part, are unsatisfactory, non-conforming to Purchase Order specifications, or if the Supplier has breached any term or condition of this Purchase Order.
  - 8.1 In the case of rejected goods, the University may either return the goods to the Supplier at the Supplier's risk and expense, or, advise the Supplier to remove the rejected goods, at the Supplier's risk and expense, whereupon any responsibility of the University with respect to the rejected goods shall absolutely cease.
  - 8.2 In the case of rejected services, the University may either require the Supplier to re-perform the services at the Supplier's expense, or terminate the Purchase Order without payment and obtain the services from another source, at the Supplier's expense.
9. In addition to the University's rights at law and any Supplier warranties, and regardless of payment, the Supplier shall, at its own expense, replace any goods or parts thereof or redo any services which become defective or unusable as a result of faulty manufacture, design, material or workmanship for a minimum period of one (1) year (unless otherwise specified) from:
  - 9.1 The date of acceptance of work and/or materials in the event such goods and services are purchased for the University's use; or,
  - 9.2 The date of the acceptance by the University of the entire project for the purposes of which the University ordered the goods and services covered by this Purchase Order.
  - 9.3 Specific warranties relating to goods or equipment shall survive this clause. The Supplier warrants that the goods or services covered by this Purchase Order are fit and safe for the purpose or use for which they are intended.

10. The Supplier warrants and agrees that it has complied, and will continue to comply, with all applicable Workers' Compensation and Employment Insurance Laws in the Province of Nova Scotia, and all other applicable laws, codes, regulations, rules and orders. The Supplier agrees to indemnify the University and save the University harmless if the Supplier fails to comply with the foregoing and, in the event of such failure, the University may cancel this Purchase Order without penalty. The Supplier further warrants that the prices set forth in this agreement are valid under all pertinent laws, orders and regulations.
11. Where work is performed on University premises, or is performed at other premises on behalf of the University, the Supplier may be required to provide proof satisfactory to the University that the Supplier has valid subsisting public liability and property damage insurance, and owned and non-owned automobile insurance, showing the types of coverage, and the amounts and the effective dates of the insurance, which shall not be less than \$2,000,000 (two million dollars) combined limit each accident or occurrence for bodily injury and property damage inclusive limits. Where the work to be performed warrants it, the University may require that the Supplier's liability insurance include the University as an Insured with respect to work performed by, or on behalf of, the Supplier.
12. Dangerous goods shall be shipped in compliance with all applicable environmental laws, rules, regulations and procedures. For all goods or materials subject to Workplace Hazardous Material Information System (WHMIS) legislation, Material Safety Data Sheets shall accompany the goods, and all applicable packaging shall bear the appropriate WHMIS labels.
13. The Supplier agrees to indemnify and hold harmless, the University, its Board of Governors, Senate, employees, students, servants and/or agents from and against all loss or expense by reason of the liability imposed by law upon the University, its Board of Governors, Senate, employees, students, servants, and/or agents, for damage, injury or expense because of bodily injury, including death, at any time resulting from, or sustained by any person or persons, or on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of this Purchase Order due to negligent or wrongful acts or omissions of the Supplier. The Supplier further agrees to indemnify and hold harmless the University, its Board of Governors, Senate, employees, students, servants, and/or agents from all claims, demands, losses, costs, damages, actions, suits, or proceedings initiated by third parties arising from the negligence or wrongful acts or omissions of the Supplier, its employees and other persons for whom the Supplier is in law responsible.
14. The Supplier shall pay all royalties and patent license fees required for the performance of this Purchase Order, and at the Supplier's own expense, defend all suits and proceedings against the University and indemnify the University against any award of damages, demands, losses, charges or costs made against the University if such suits or proceedings are based on any claim that any of the products or services supplied constitute an infringement of a patent by the Supplier. If any of the goods or services constitutes an infringement of patent and its use is enjoyed, the Supplier shall, at the Supplier's own expense, procure for the University, the right to continue using the product or service, replace or modify the product or service so it becomes non-infringing and meets the needs of the University, or pay the University for loss of use of the product or service.
15. It is the responsibility of the Supplier to ensure that no representative of the Supplier will extend entertainment, gifts, gratuities, discounts or special services, regardless of value, to an employee of the University, or any member of the University Board of Governors, Senate, Faculties or Departments. The Supplier shall report to the Manager, Purchasing, any attempt to obtain such favours. Further, the Supplier shall disclose if any University employee is involved with the Supplier's company in any way.
16. Fire, flood, explosion, strikes, lock-out, epidemic, accident, shortage of transportation, or other causes beyond the reasonable control of the University or the Supplier, which prevent the Supplier from delivering or the University from receiving and/or using any of the items covered by this Purchase Order, shall operate to suspend deliveries during the period required to remove such cause, subject however, to the University's right to cancel any such delayed order.
17. The Supplier shall not assign or sub-contract its interest in this Purchase Order without the prior written consent of the University. The Terms and Conditions of this Purchase Order shall survive any assignment, and shall not relieve the Supplier of its contractual obligations.
18. The law applicable to this Purchase Order shall be the law in the Province of Nova Scotia, an appeal to the Supreme Court of Canada excepted. The agreement between the parties shall be binding upon them and their successors, executors and administrators.
19. Time shall be of the essence in the performance of this Purchase Order.

**INVITATION TO TENDER 2010-507  
SUPPLY OF LONG LIFE ACOUSTIC RELEASES  
TENDER SUMMARY FORM**

**1. SCOPE OF WORK**

- 1.1 Supply of Long Life Acoustic Releases as per specifications.
- 1.2 All equipment must meet applicable standards.
- 1.3 The acquisition of the equipment and/or services described in this document, is dependent on external funding through the Canada Foundation for Innovation (CFI) (see website: [www.innovation.ca](http://www.innovation.ca)).
- 1.4 Bidders must therefore consider the following factors when responding to this Invitation to Tender:
  - 1.4.1 The total award by CFI is positively affected by matching funds from other entities, for securing “in-kind” contributions such as donations of equipment, discounts above regular educational discounts, etc. Note: Inflation of list and or educational pricing in order to provide an IN-KIND contribution is **not** acceptable.
- 1.5 Provide detailed pricing, including any quantity discount breaks and corresponding prices, with Tender responses.
- 1.6 Provide detailed specifications with Proposal responses including information with regards to operating costs including details of power consumption.
- 1.7 Provide warranty details with Tender responses.
- 1.8 Provide software specifications and upgrade details with Tender responses.
- 1.9 Provide a detailed list of required consumable items (if required) and a list of the ten most common require parts complete with current pricing.
- 1.10 Quantities are estimates only. Actual quantities purchased may be increased or decreased due to budget constraints. The estimate of the original order quantity is 100. An additional 350 releases may be purchased on an as if and when required basis over the next 3 ½ years. If required, the surface communication package will be purchased with the original order of acoustic releases. An additional 7 surface communication packages may be purchased over the next 7 years.
- 1.11 Demonstration of proposed units may be required at no cost to the University.

**2. EXAMINATION**

- 2.1 The undersigned Bidder has carefully examined every part of the proposed contract, and thoroughly understands its stipulations, requirements, and provisions.

**3. PRICE DETAIL**

- 3.1 All prices shall be FOB Dalhousie University, offloaded and placed, freight prepaid and included.
- 3.2 If a Tender is accepted, the successful Bidder may make no variation of any quoted prices except for changes due to increases or decreases in eligible government taxes or duties, governmental transportation tariffs, or decreases in the price of technology.
- 3.3 All prices are assumed to be in Canadian Funds unless otherwise specified by the Bidder.

**4. VALIDITY OF OFFER**

- 4.1 Unless otherwise specified by the Bidder, Dalhousie will consider all Tenders irrevocable and valid for acceptance for a period of 45 days from the Tender closing date.

**5. BASIS FOR AWARD**

- 5.1 It is the intention of the University that if awarded, to award the complete Tender to one Bidder.

**6. ARITHMETIC CHECKS**

- 6.1 In Cases where the extended unit price is incorrect, the unit price on the original Tender Summary Form will be used and the total corrected.

**INVITATION TO TENDER 2010-507  
 SUPPLY OF LONG LIFE ACOUSTIC RELEASES  
 TENDER SUMMARY FORM**

Item	Description	Qty	Manufacturer / Model#	List Unit Price (Excluding HST)	Educational Price (Excluding HST)	CFI In-Kind Contribution	Total CFI IN KIND Contribution	Net Unit Price (Excluding HST)	Total Price (Excluding HST)	Warranty Details
1	Long Life Acoustic Release pricing based on all units being purchased at once	100								
2	surface communication package, (deck box, surface transducer and any associated software); (will only be ordered if required)	1								
<b>Pricing for additional units purchased after the initial order (March 1, 2010 through to February 28, 2011)</b>										
3	Long Life Acoustic Release	EA								
4	Long Life Acoustic Release pricing based on a minimum quantity of (please fill in the quantity)									
5	Long Life Acoustic Release pricing based on a minimum quantity of (please fill in the quantity for the next level of discount)									
6	Long Life Acoustic Release pricing based on a minimum quantity of (please fill in the quantity for the next level of discount)									

Item	Description	Qty	Manufacturer / Model#	List Unit Price (Excluding HST)	Educational Price (Excluding HST)	CFI In-Kind Contribution	Total CFI IN KIND Contribution	Net Unit Price (Excluding HST)	Total Price (Excluding HST)	Warranty Details
7	surface communication package, (deck box, surface transducer and any associated software);	EA								
8	surface communication package, (deck box, surface transducer and any associated software); based on a minimum quantity of (please fill in the quantity)									
<b>Pricing for additional units purchased from March 1, 2011 through to February 28, 2012</b>										
9	Long Life Acoustic Release	EA								
10	Long Life Acoustic Release pricing based on a minimum quantity of (please fill in the quantity)									
11	Long Life Acoustic Release pricing based on a minimum quantity of (please fill in the quantity for the next level of discount)									
12	Long Life Acoustic Release pricing based on a minimum quantity of (please fill in the quantity for the next level of discount)									
13	surface communication package, (deck box, surface transducer and any associated software);	EA								

Item	Description	Qty	Manufacturer / Model#	List Unit Price (Excluding HST)	Educational Price (Excluding HST)	CFI In-Kind Contribution	Total CFI IN KIND Contribution	Net Unit Price (Excluding HST)	Total Price (Excluding HST)	Warranty Details
14	surface communication package, (deck box, surface transducer and any associated software); based on a minimum quantity of (please fill in the quantity)									
<b>Pricing for additional units purchased from March 1, 2012 through to February 28, 2013</b>										
15	Long Life Acoustic Release	EA								
16	Long Life Acoustic Release pricing based on a minimum quantity of (please fill in the quantity)									
17	Long Life Acoustic Release pricing based on a minimum quantity of (please fill in the quantity for the next level of discount)									
18	Long Life Acoustic Release pricing based on a minimum quantity of (please fill in the quantity for the next level of discount)									
19	surface communication package, (deck box, surface transducer and any associated software);	EA								

Item	Description	Qty	Manufacturer / Model#	List Unit Price (Excluding HST)	Educational Price (Excluding HST)	CFI In-Kind Contribution	Total CFI IN KIND Contribution	Net Unit Price (Excluding HST)	Total Price (Excluding HST)	Warranty Details
20	surface communication package, (deck box, surface transducer and any associated software); based on a minimum quantity of (please fill in the quantity)									
<b>Pricing for additional units purchased from March 1, 2013 through to February 28, 2014</b>										
21	surface communication package, (deck box, surface transducer and any associated software);	EA								
22	surface communication package, (deck box, surface transducer and any associated software); based on a minimum quantity of (please fill in the quantity)									
<b>Pricing for additional units purchased from March 1, 2014 through to February 28, 2015</b>										
23	surface communication package, (deck box, surface transducer and any associated software);	EA								
24	surface communication package, (deck box, surface transducer and any associated software); based on a minimum quantity of (please fill in the quantity)									

Item	Description	Qty	Manufacturer / Model#	List Unit Price (Excluding HST)	Educational Price (Excluding HST)	CFI In-Kind Contribution	Total CFI IN KIND Contribution	Net Unit Price (Excluding HST)	Total Price (Excluding HST)	Warranty Details
<b>Pricing for additional units purchased from March 1, 2015 through to February 28, 2016</b>										
25	surface communication package, (deck box, surface transducer and any associated software);	EA								
26	surface communication package, (deck box, surface transducer and any associated software); based on a minimum quantity of (please fill in the quantity)									
<b>Pricing for additional units purchased from March 1, 2016 through to February 28, 2017</b>										
27	surface communication package, (deck box, surface transducer and any associated software);	EA								
28	surface communication package, (deck box, surface transducer and any associated software); based on a minimum quantity of (please fill in the quantity)									

**We hereby declare that we are aware and confirm that if the required information in section 9 Tender Ineligibility is not included with the Tender submission it will be non-compliant:  
Ensure you complete the information on the next page.**

**NUMBER OF UNITS BIDDER IS ABLE TO SUPPLY BY MAY 31, 2010 \_\_\_\_\_ IF ORDER IS RECEIVED**

**BY: \_\_\_\_\_ AND REMAINING UNITS WILL BE SUPPLIED BY \_\_\_\_\_**

**IF UNABLE TO DELIVER ANY UNITS BY MAY 31, 2010, DELIVERY IN WEEKS \_\_\_\_\_**

**TERMS OF PAYMENT (minimum 30 days) \_\_\_\_\_**

**NAME OF FIRM: \_\_\_\_\_**

**COMPLETE ADDRESS: \_\_\_\_\_**

**TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL: \_\_\_\_\_**

**PRINTED NAME OF PRIMARY CONTACT PERSON WITH AUTHORITY TO COMMIT ON BEHALF OF THE BIDDER**

\_\_\_\_\_

**SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_**

**INVITATION TO TENDER 2010-507  
SUPPLY OF LONG LIFE ACOUSTIC RELEASES  
COMPLIANCE CHECK LIST**

1.	Supply of Long Life Acoustic Release as per the following (quantity 100 each):	Meets Specification	Exceeds Specification	Does NOT Conform to Specification	Comments
1.1	Must be capable of deployments of at least four years;				
1.2	Minimum safe working load of at least 90 Kg, (for dynamic load with safety factor of 5:1);				
1.3	Overall load rating of 450 Kg or more;				
1.4	Must be depth rated to at least 500m;				
1.5	Communication beam pattern must be omni-directional in the upper hemisphere;				
1.6	Reliable communication range, (slant range), of at least 800m in seawater;				
1.7	Must incorporate transpond/transmit function and be able to communicate accurate range data to the surface transducer/deck box;				
1.8	Must be capable of transmitting status information including confirmation of release activation;				
1.9	Must be capable of transmitting range data post-release activation;				
1.10	Acoustic release code structure must provide for large number of unique addresses, (>200), such that there is no interference between any two release units;				
1.11	Instrument functionality and specifications must be maintained during extended deployments in seawater at temperature as low as -2C, including battery life, or state otherwise.				
1.12	All exterior surfaces and housing must be constructed of materials which offer superior corrosion resistance;				
1.13	Parts which are subject to wear or corrosion over the long term must be available and user replaceable in order to facilitate multiple deployments				

Safety Standards for Long Life Acoustic Releases		Yes	No	Comments	
	Does the system meet applicable standards				
	Is the system CSA Approved if not what certifications does it have				
Warranty		Yes	No	Period	Comments
Parts Included					
Labour Included					
When does Warranty Begin (i.e., upon delivery, installation etc.)					
Service, provide location of your nearest service centre					

Safety Standards for Surface Communication Package		Yes	No	Comments	
	Does the system meet applicable standards				
	Is the system CSA Approved if not what certifications does it have				
Warranty		Yes	No	Period	Comments
Parts Included					
Labour Included					
When does Warranty Begin (i.e., upon delivery, installation etc.)					
Service, provide location of your nearest service centre					

## Appendix A to Tender Form

**INSTRUCTIONS: Complete this Form and submit.**

### REFERENCES

Bidders shall provide three corporate references along with information on the type and scope of business that you are providing these organizations. If you have been the Supplier for a contract similar in nature to the one envisaged in this Tender, provide that information, along with the name and telephone number of a contact person. The University reserves the right to contact references without prior consent of the Bidder.

Previous Scope & Product Supplied	Age	Contact/Telephone

**I declare that the information provided is true and correct to the best of my knowledge.**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature