

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**PWGSC/TPSGC Acquisitions**  
**1045 Main Street**  
**1st Floor, Lobby C**  
**Unit 108**  
**Moncton, NB E1C 1H1**  
**FAX pour soumissions: (506) 851-6759**

**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**

<b>Title - Sujet</b> Portable Power Cables	
<b>Solicitation No. - N° de l'invitation</b> W3557-130003/A	<b>Date</b> 2012-04-19
<b>Client Reference No. - N° de référence du client</b> W3557-130003	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MCT-004-4450	
<b>File No. - N° de dossier</b> MCT-2-35009 (004)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2012-05-30</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Heure Avancée de l'Atlantique HAA	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Jean, Marina	<b>Buyer Id - Id de l'acheteur</b> mct004
<b>Telephone No. - N° de téléphone</b> (506) 851-3138 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE 185 boul. Bellerose Ouest Laval Quebec H7L6A1 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

<b>Delivery Required - Livraison exigée</b> 2012-06-15	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm</b> <b>(type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	0 Portable Power Cable, Type W, 5-Conductor, #2 AWG NSN 6145-01-518-2622	W3557	W3557	816	m	\$	XXXXXXXXXXXX	2012-06-15	
2	0 Portable Power Cable, SOOW, 4-Conductor, #4 AWG NSN 6145-01-518-2623	W3557	W3557	1892	m	\$	XXXXXXXXXXXX	2012-06-15	
3	0 Female Plug, Cam-Lok, #1/0 Cable, 300A, White NSN 5935-01-517-8744	W3557	W3557	5	ea	\$	XXXXXXXXXXXX	2012-06-15	
4	0 Connector, Hubbell, Male, 100A, 120/250V 3Ø, 4P5W NSN 5935-01-304-9544	W3557	W3557	31	ea	\$	XXXXXXXXXXXX	2012-06-15	
5	0 Connector, Hubbell, Female, 100A, 120/250V 3Ø, 4P5W NSN 5935-01-517-6672	W3557	W3557	31	ea	\$	XXXXXXXXXXXX	2012-06-15	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
6 0	Connector, Hubbell, Female, 60A, 120/250V 1Ø, 3P4W NSN 5935-21-921-7479	W3557	W3557	59	ea	\$	XXXXXXXXXXXXXX		2012-06-15	
7 0	Ground Plate, 1/4" thick, hot-dipped galvanized NSN 5975-01-562-8021	W3557	W3557	40	ea	\$	XXXXXXXXXXXXXX		2012-06-15	
8 0	Portable Power Cable, SOOW, 5-Conductor, #4 AWG NSN 6145-20-A0F-9891	W3557	W3557	20	m	\$	XXXXXXXXXXXXXX		2012-06-15	
9 0	Portable Cable, SOOW, 1-Conductor, #6 AWG NSN 6145-00-186-2450	W3557	W3557	108	m	\$	XXXXXXXXXXXXXX		2012-06-15	

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire		Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
						Destination	FOB/FAM			
10	0 Connector, Hubbell, Male, 60A, 120/250V, 3Ø, 4P5W NSN 5935-01-361-4123	W3557	W3557	3	ea	\$	XXXXXXXXXXXX		2012-06-15	

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The requirement is detailed under the "Line Item Detail".

(Derived from - Provenant de: B4008T, 16/06/06 )

### 3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2011/05/16) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### 1.1 Price

SACC Manual Clauses  
C9000T (2010/08/16), Price

### 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.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to

enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### 4. Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in New Brunswick.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

### PART 3 - BID PREPARATION INSTRUCTIONS

#### 1. Bid Preparation Instructions

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

Section I: Technical Bid (one hard copy)  
Section II: Financial Bid (one hard copy)  
Section III: Certifications (one 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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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. The total amount of Goods and Services Tax (GST) or Harmonized Sales Tax (HST) must be shown separately, if applicable.

**1.1 Exchange Rate Fluctuation**

SACC Manual Clauses  
C3011T (2010/01/11), Exchange Rate Fluctuation

**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION****1. Evaluation Procedures**

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

**1.1 Technical Evaluation****1.1.1 Mandatory technical criteria:**

All the proposed products listed in the solicitation must be delivered no later than June 15, 2012.

**1.2 Financial Evaluation**

SACC Manual Clause  
A0222T (2010-01-11), Evaluation of Price

**2. Basis of Selection****2.1 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 aggregate basis will be recommended for award of a contract.

*(Derived from - Provenant de: A0272T, 16/08/10 )*

**PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.



Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

## 1. Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### 1.1 Federal Contractors Program - Certification

#### Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the *Government Contracts Regulations*. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

(Derived from - Provenant de: A3030T, 16/08/10 )

## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Contractor must provide the items detailed under the "Line Item Detail".

### 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

2010A (2011/05/16), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

All the deliverables must be received on or before June 15, 2012.

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marina Jean  
Contracting Officer

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Public Works and Government Services Canada  
Acquisitions Branch  
1045 Main Street, Unit 108  
Moncton, New Brunswick  
E1C 1H1

Telephone: 506-851-3138  
Facsimile: 506-851-6759  
E-mail address: marina.jean@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

## 5.2 Technical Authority

The Technical Authority for the Contract is:

*This information will be included in any resulting contract*

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

*(Derived from - Provenant de: A1030C, 25/05/07 )*

## 5.3 Contractor's Representative *(bidder please complete)*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_

Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_

E-mail address: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

**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 price(s) as specified in contract for a cost of \$ \_\_\_\_\_ (*insert the amount at contract award*). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

(Derived from - Provenant de: C0207C, 16/05/11 )

## 6.2 Limitation of Price

Clause du guide des CCUA  
C6000C (2011/05/16), Limitation of Price

## 6.3 Single Payment

SACC Manual clause  
H1000C (2008/05/12) Single Payment

## 6.4 Taxes - Foreign-based Contractors

SACC Manual clause  
C2000C (2007/11/30) Taxes - Foreign-based Contractors

## 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.

(Derived from - Provenant de: H5001C, 12/12/08 )

## 8. Certifications

- 8.1 Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

## 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 (2011/05/16), General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*)

## 11. SACC Manual Clauses

SACC Reference	Section	Date
A9062C	Canadian Forces Site Regulations	2011/05/16
B1501C	Electrical Equipment	2006/06/06
B7500C	Excess Goods	2006/06/06
G1005C	Insurance Requirements	2008/05/12

## 12. Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered:

- (a) Delivered Duty Paid (DDP) to the Destination indicated on Page 1 herein, Incoterms 2000 for shipments from a commercial contractor.

(Derived from - Provenant de: D4001C, 12/12/08 )