

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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier**

**Place du Portage , Phase III**

**Core 0A1 / Noyau 0A1**

**Gatineau**

**Québec**

**K1A 0S5**

**Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> STOPPER ASSEMBLY, CHAIN	
<b>Solicitation No. - N° de l'invitation</b> W8482-132646/A	<b>Date</b> 2012-09-06
<b>Client Reference No. - N° de référence du client</b> W8482-132646	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$ML-024-23140	
<b>File No. - N° de dossier</b> 024ml.W8482-132646	<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 2012-10-05</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<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> Kerr, Heather	<b>Buyer Id - Id de l'acheteur</b> 024ml
<b>Telephone No. - N° de téléphone</b> (819) 956-0652 ( )	<b>FAX No. - N° de FAX</b> (819) 956-0897
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du**

**fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Marine Machinery and Services / Machineries et services maritimes

11 Laurier St. / 11, rue Laurier

6C2, Place du Portage

Gatineau

Québec

K1A 0S5

<b>Delivery Required - Livraison exigée</b> See Herein	<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/</b> <b>de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
W0100	DEPARTMENT OF NATIONAL DEFENCE MAIN SUPPLY BLDG RECEIPTS OFF. D206 HMC DOCKYARD HALIFAX Nova Scotia B3K5X5 Canada	W010B	DEPARTMENT OF NATIONAL DEFENCE ACCT PAYABLE SECTION BUILDING #D155, 3RD FL HALIFAX Nova Scotia B3K5X5 Canada
W2B02	DEPARTMENT OF NATIONAL DEFENCE MAIN WAREHOUSE BLDG 66 COLWOOD VICTORIA British Columbia V9A7N2 Canada	W0103	DEPARTMENT OF NATIONAL DEFENCE CFB ESQUIMALT STN FORCES P.O.BOX 17000 VICTORIA British Columbia V9A7N2 Canada



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	NSN - NNO: 2040-21-914-9580 STOPPER ASSEMBLY, CHAIN COMPONENT AND QUANTITY: PELICAN HOOK 1, EYE 1, EYE TURNBUCKLE 1, COMMON LINK 3, U-TYPE SHACKLE 1; STUD LINK CHAIN SIZE FOR WHICH DESIGNED: 48.0 MILLIMETERS NOMINAL; SPECIAL FEATURES: GR3 STEEL MATERIAL: 635 KILONEWTONS PROOF TEST LOAD 952.5 KILONEWTONS BREAKING STRENGTH; NSCM/CAGE - COF/CAGE: 36219 Part No. - N° de la partie: 9159380-20 GR3	W2B02 W0100 Total	W0103 W010B	5 3 8	Each Each Each	\$ \$ \$	XXXXXXXXXXXX XXXXXXXXXXXX XXXXXXXXXXXX	See Herein See Herein	

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

**2.1** The requirement is detailed under the “Line Item Detail” at page 3.

### **2.2 Item Consolidation**

Please note; that all items (including quantity and price) bearing the same NSN have been consolidated into a single category. Items 1 and 2 bearing NSN N2040-21-914-9580 have been accordingly merged. These items are listed herein by consignee and are more particularly identified as Item 1.

## **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 (2012-03-02) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

#### **1.1 SACC Manual Clause**

B1000T (2007-11-30) Condition of Material

### **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.

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## 2.1 Delivery

While delivery is requested by January 25, 2013, the best delivery that could be offered is \_\_\_\_\_.

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

## 4. Applicable Laws

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

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

## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

Canada requests that bidders provide their bid as follows:

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## **Section I: Financial Bid**

The price must be submitted in Canadian dollars, the Goods and Services Tax (GST) or Harmonized Sales Tax (HST) excluded, Delivery Duty Paid (DDP) to the destination identified under the Line Item Detail, Canadian Customs Duties and Excise Taxes included, if applicable.

### **1.1 SACC Manual Clauses**

C3011T (2010-01-11) Exchange Rate Fluctuation

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

Bids will be evaluated in accordance with the Evaluation Criteria specified in Annex "A". Bids will be assessed in accordance with the entire requirement of the bid solicitation.

### **2. Basis of Selection**

#### **2.1 Basis of Selection - Mandatory Technical Criteria**

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 will be recommended for award of a contract.

## **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 the 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. Code of Conduct Certifications - Consent to a Criminal Record Verification

1.1 Bidders must submit with their bid, by the bid solicitation closing date:

- (a) a complete list of names of all individuals who are currently directors of the Bidder;
- (b) a properly completed and signed form Consent to a Criminal Record Verification (PWGSC-TPSGC 229), for each individual named in the list.

## 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 - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal 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.

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;

(d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

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

## **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" at page 3.

#### **2.1 Item Consolidation**

Please note; that all items (including quantity and price) bearing the same NSN have been consolidated into a single category. Items 1 and 2 bearing NSN N2040-21-914-9580 have been accordingly merged. These items are listed herein by consignee and are more particularly identified as Item 1.

### **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 (2012-03-02) 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 \_\_\_\_\_ .

**5. Authorities**

**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Heather Kerr  
Public Works and Government Services Canada  
Acquisitions Branch  
Marine Systems Directorate  
6C2, Phase III, Place du Portage  
11 Laurier Street  
Gatineau Québec  
Canada  
K1A 0S5

Telephone: 819-956-0652  
Facsimile: 819-956-0897  
E-mail address: heather.kerr@tpsgc-pwgsc.gc.ca

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

**5.2 Contractor Contacts**

Name and telephone number of the person responsible for :

**General Enquiries:**

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

Telephone No: \_\_\_\_\_

Facsimile No. \_\_\_\_\_

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

### **Delivery Follow-Up:**

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

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## **6. Payment**

### **6.1 Basis of Payment**

1. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s) in Canadian dollars as specified in the contract for a cost of \$\_\_\_\_\_. DDP Destination Incoterms 2000, Canadian Customs Duties and Excise Taxes are included, and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Specifications, will be authorized or paid to the Contractor unless such design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority prior to their incorporation in the Work.

### **6.2 SACC Manual Clauses**

C2000C (2007-11-30) Taxes - Foreign-based Contractor

C2801C (2011-05-16) Priority Rating - Canadian-based Contractors

H1001C (2008-05-12) Multiple Payments

## **7. Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the information required in Section 10 of 2010A, General Conditions - Goods or Services (Medium Complexity). Invoices cannot be submitted until all work identified in the invoice is completed.

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

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2. Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the address shown on page 2 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.
- (c) One (1) copy to:

Department of National Defence  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario  
Canada  
K1A 0K2  
Attention: D Mar P 4-3-4-7

## 8. Certifications

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 entire contract period. 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. Wood Packaging Materials

All wood packaging materials used in international shipping must conform to the "Guidelines for Regulating Wood Packaging Material in International Trade" - ISPM 15 (International Standards for Phytosanitary Measures - <http://www.spc.int/pps/ispm.htm>).

Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States (<http://www.inspection.gc.ca/english/plaveg/protect/dir/d-98-08e.shtml>); and

D-01-05 - The Canadian Wood Packaging Certification Program (CWPCP) (<http://www.inspection.gc.ca/english/plaveg/protect/dir/d-01-05e.shtml>).

## 10. Applicable Laws

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

## 11. 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) 2010A (2012-03-02) General Conditions - Goods (Medium Complexity);
- (c) the Contractor's bid dated \_\_\_\_\_ .

## 12. Defence Contract

A9006C (2008-05-12) Defence Contract

## 13. SACC Manual Clauses

B7500C (2006-06-16) Excess Goods

D2000C (2007-11-30) Marking

D2001C (2007-11-30) Labelling

D5510C (2011-05-16) Quality Assurance Authority (DND) - Canadian-based Contractor

D5515C (2010-01-11) Quality Assurance Authority (DND) - Foreign-based and United States Contractor

D5540C (2010-08-16) ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)

D5605C (2010-01-11) Release Documents (DND) - United States-based Contractor

D5606C (2007-11-30) Release Documents (DND) - Canadian-based Contractor

D6010C (2007-11-30) Palletization

D9002C (2007-11-30) Incomplete Assemblies

## 14. Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;

(c) Copy 4: to the Contracting Authority;

(d) Copy 5: to:

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A OK2

Attention: D Mar P 4-3-4-7

(e) Copy 6: to the Quality Assurance Representative;

(f) Copy 7: to the Contractor;

(g) Copy 8: all non-Canadian Contractors to:

DQA/Contract Administration  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A OK2  
E-mail: ContractAdmin.DQA@forces.gc.ca.

## 15. Special Instructions for Procurement of Anchor Chain Cable and Associated Equipment

### 1. Certificates

A. The issued test certificates of the witnessing Society, with respect to each length and half-length of cable and fittings, shall be supplied with appropriate certificate (s) on the scale of one original and one duplicate for each item.

B. Where a test certificate covers more than one item, Photostat copies of the certificate shall be prepared for each item. Individual identification numbers shall then be assigned to each item by adding oblique 1, oblique 2 etc. after the certificate serial number.

Example of test certificate number:

Equipment	QTY	Certificate No.	Equipment Stamped
Chain stud links	3 ea.	97123/1, 97123/2 & 97123/3	97123/1, 97123/2 etc...

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Shackle Joining      2 ea.      97123/4 & 97123/5      97123/4, 97123/5

C. The contractor shall supply certificates of material, test conducted in accordance with the requirements specified herein and when applicable certification that chain cable has been measured over five common links and falls within the limits, in accordance with LLOYDS REGISTRY OF SHIPPING and that these certificates shall be endorsed by the Inspecting Authority.

NOTE: Test Certificates and Material Certificates must include applicable DND drawing number, DND testing specification number and date of Lloyd's Shipping Rules referenced in the applicable drawing. Failure to include this information on the certificates will result in rejection of material. Test Certificates and Material Certificates are to be forwarded to:

Attn: DMSS 2-4-5 Louis St Laurent Bldg.  
Department of National Defence  
MGen Pearkes Bldg  
101 Colonel By Drive  
Ottawa, ON K1A 0K2

## 2. PAINT AND PRESERVATION

Items are to be coated with one of the following in accordance with Manufacturer's specifications:

International Interprime 234 - 60 to 90 (um)  
Sherwin Williams Kem Kromik Universal Metal Primer - 75 to 100 (um)  
Carboline Carbocoat 150 50 to 75 (um)  
Hempel Hempalin Primer 12050 40 to 50 (um)  
PPG, Amercoat 5105 - 50 to 75 (um)

## 16. Preparation for Delivery

The Contractor must prepare item number 1 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item number 1 in quantities of 1 per package.

## 17. Shipping Instructions - Delivery and Destination Schedules Unknown

1. The Contractor must ship the goods prepaid DDP - Delivery Duty Paid **CFB Esquimalt, British Columbia and CFB Halifax, Nova Scotia**. Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the

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Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

- (a) 2B1 CF Esquimalt  
Esquimalt, B.C.  
Telephone: (250) 363-4963
- (b) 7H1 CF Halifax  
Halifax, N.S.  
Telephone: (902) 427-1441

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## ANNEX "A"

### EVALUATION CRITERIA

Bids received will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria specified below.

#### 1. **Mandatory Requirements:**

The following factors will be taken into consideration in the evaluation of your proposal:

Submission of Firm Price in Canadian Funds

Compliance with Specifications

Identification of part number and/or manufacturer of item being offered

Compliance with Inspection Requirements

Compliance with Packaging Requirements

Compliance to the Federal Contractors Program for Employment Equity

Requests for exchange rate fluctuation protection and/or progress payment will not be considered.