

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Cabot Place, Phase II
Box 4600
St. John's, NF
A1C 5T2
Bid Fax: (709) 772-4603

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 DFO- Trawl Warps	
Solicitation No. - N° de l'invitation F6849-120001/A	Date 2012-07-10
Client Reference No. - N° de référence du client F6849-120001	
GETS Reference No. - N° de référence de SEAG PW-\$OLZ-007-5628	
File No. - N° de dossier OLZ-2-35045 (007)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-26	
Time Zone Fuseau horaire Newfoundland Daylight Saving Time NDT	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Murphy, Robert	Buyer Id - Id de l'acheteur olz007
Telephone No. - N° de téléphone (709) 772-5398 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Fisheries and Oceans CCG Fleet Logistics- TS- St. John's C/O Supply Depot Southside Road PO Box 5667 St. John's NL A1C 5X1	

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

PWGSC / TPSGC - Nfld. Region
Cabot Place, Phase II, 6th Floor
Box 4600
St. John's, NF
A1C 5T2

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

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Term of Contract
6. Consignee
7. SACC Manual Clauses

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities
6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses

List of Annexes:

Annex "A" Specifications

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with the requirement.

2. Requirement

Supply of Wire Rope to be used as Trawl Warps on a Canadian Fisheries and Oceans Vessel as follows:
Wire Rope size 25.4mm diameter X 4000 meters length. 6X19 91911 Independent Wire Rope Core (IWRC) galvanized, compacted wire as per the detail specifications stated in Annex "A" to the proposal plus Terms and Conditions stated in the Request for Proposal (RFP).

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. 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 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 Clauses

B3000T (2006-06-16) Equivalent Products

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.

2.1 Improvement of Requirement During Solicitation Period

Should the bidder consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidder are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidder must clearly outline the suggested improvement as well as the reason for the suggestion.

Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least (5) five days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than Five (5) 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 Newfoundland and Labrador.

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.

5. Term of Contract

5.1 Delivery Date

While delivery is requested by 09 September 2012. the best delivery that could be offered is _____.

6. Consignee

Shipment shall be consigned FOB destination including all delivery charges to:

Department of Fisheries and Oceans Canada
Canadian Coast Guard Base
280 Southside Road
St. John's NL, Newfoundland and Labrador.
Canada
A1E 0A3

Solicitation No. - N° de l'invitation

F6849-120001/A

Amd. No. - N° de la modif.

File No. - N° du dossier

OLZ-2-35045

Buyer ID - Id de l'acheteur

olz007

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

F6849-120001

CCC No./N° CCC - FMS No/ N° VME

7. SACC Manual Clauses

B1000T (2007-11-30) Condition of Material

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 (2 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)
Section IIII: Transportation Costs Information

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

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders 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.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

1.1 SACC Manual Clauses

C3011T (2010-01-11), Exchange Rate Fluctuation.

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

Meets the Terms and Conditions stated herein plus the Specifications stated in Annex "A" .

1.2 Financial Evaluation

A0220T (2007-05-25), Evaluation of Price
 A0222T (2010-01-11), Evaluation of Price
 C5200T (2010-01-11), Transportation Cost's Information

2. Basis of Selection

A0069T (2007-05-26) Basis of Selection

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 - 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

Supply of Wire Rope to be used as Trawl Warps on a Canadian Fisheries and Oceans Vessel as follows:
Wire Rope size 25.4mm diameter X 4000 meters length. 6X19 91911 Independent Wire Rope Core (IWRC) galvanized, compacted wire as per the detail specifications stated in Annex "A" to the proposal plus Terms and Conditions stated in the Request for Proposal (RFP)..

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 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 _____.

4.2 Consignee

Shipment shall be consigned FOB destination including all delivery charges to :

Department of Fisheries and Oceans Canada
Canadian Coast Guard Base
280 Southside Road, St. John's NL.
Newfoundland and Labrador, Canada
A1E 0A3

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: ROBERT MURPHY
Title: Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: as stated on page one of the RFP
Telephone: 709-772-5398
Facsimile: 709-772-4603

E-mail address: robert.murphy@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 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.

5.3 Contractor's Representative

General enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

6. Payment

6.1 Basis of Payment

Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a "firm unit price(s)" as specified in the 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

6.2 Limitation of Price

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

6.3 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b) all such documents have been verified by Canada;
- c) the Work delivered has been accepted by Canada.

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.

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 Newfoundland and Labrador.

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) 2010A (2011-05-16), General Conditions - Goods (Medium Complexity),.
- (c) Specification's Annex "A" ;
- (d) 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

A9068C Government Site Regulations 2010-01-11
 B1505C Shipment of Hazardous Materials 2006-06-16
 C0306C Precontractual Cost 2007-05-25
 D3015C Dangerous Goods 2007-11-30

REQUIREMENT:

Supply of Wire Rope to be used as Trawl Warps on a Canadian Fisheries and Oceans Vessel as follows: Wire Rope size 25.4mm diameter X 4000 meters length. 6X19 91911 Independent Wire Rope Core (IWRC) galvanized, compacted wire as per the detail specifications stated in Annex "A" to the proposal plus Terms and Conditions stated in the Request for Proposal (RFP)..

Brand/Model of Rope currently in use: Brunton Shaw Trawl Master

Pricing

1 Ea. ONE (1) LENGTH OF WIRE TO BE RIGHT REGULAR LAY (RRL) 4000 M \$ _____ Roll/EA.

1 Ea. ONE (1) LENGTH OF WIRE TO BE LEFT REGULAR LAY (LRL) 4000 M LENGTH \$ _____ Roll/EA.
(HST Extra)

Brand/Model offered:

(INTERESTED BIDDERS TO PROVIDE BROCHURES/SPECIFICATION SHEETS ON THE UNIT THEY ARE OFFERING FOR REVIEW BY THE TECHNICAL/PROJECT AUTHORITY)

Evaluation Criteria:

Proposals will be evaluated based on the lowest unit price quoted from the technically responsive proposals in accordance with the Terms and Conditions stated herein.