

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**
PWGSC/TPSGC Acquisitions
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1
Bid Fax: (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

Title - Sujet Trawl Net Webs and Twine	
Solicitation No. - N° de l'invitation F4765-140005/A	Date 2014-07-14
Client Reference No. - N° de référence du client F4765-140005	
GETS Reference No. - N° de référence de SEAG PW-\$MCT-014-4870	
File No. - N° de dossier MCT-4-37040 (014)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-08-25	
Time Zone Fuseau horaire Atlantic Daylight Saving Time ADT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: MacDonald, Charline	Buyer Id - Id de l'acheteur mct014
Telephone No. - N° de téléphone (506) 851-6067 ()	FAX No. - N° de FAX (506) 851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS Regional Warehouse 310 Baig Boulevard MONCTON New Brunswick E1E 1C8 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

NB / PEI Division - Moncton Acquisitions Office
1045 Main Street
1st Floor, Lobby C
Unit 108
Moncton, NB E1C 1H1

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

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

mct014

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

F4765-140005

File No. - N° du dossier

MCT-4-37040

CCC No./N° CCC - FMS No/ N° VME

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TITLE: Trawl Net Webs and Twine

PART 1 - GENERAL INFORMATION

1. Requirement - Bid

The requirement is detailed under Article 2 of the resulting contract clauses.

(Derived from - Provenant de: B4008T, 2014/06/26)

2. Debriefings

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

3. Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2014/06/26) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: one hundred twenty (120) days

1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16

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.

Due to the nature of the bid solicitation, **bids transmitted by facsimile or electronic mail to PWGSC will not be accepted.**

2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders 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 ten (10) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

(Derived from - Provenant de: A9076T, 2007/05/25)

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

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 (2 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (1 hard copy)

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

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

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

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

1.1 Exchange Rate Fluctuation C3011T (2013/11/06), 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

(Mandatory Technical Criteria as specified in Annex "A ")

1.2 Financial Evaluation

SACC Reference	Section	Date
A0220T	Evaluation of Price - Bid	2014/06/26

2. Basis of Selection – Mandatory Technical Criteria

A bid must comply with all 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.

(Derived from - Provenant de: A0031T, 2010/08/16)

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions - Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard

Instructions [2003](#). The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](#)" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list at the time of contract award.

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement - Contract

The Contractor must provide the items detailed under the "Requirement" at Annex " A ".

(Derived from - Provenant de: B4008C, 2014/06/26)

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#)(<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2014/06/26), 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 as soon as possible, but no later than March 15, 2015.

Deliver date offered: _____ (bidder please complete)

4.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at Annex "B", Basis of Payment, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before March 15, 2017 by sending a written notice to the Contractor.

(Derived from - Provenant de: A0070C, 2007/11/30)

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Charline Macdonald
Title: A/Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
Address: 1045 Main Street, Unit 108
Moncton, New Brunswick
E1C 1H1

Telephone: (506) 851-6067
Facsimile: (506) 851-6759
E-mail address: Charline.Macdonald@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 Project Authority

The Project Authority for the Contract is:

Details will be provided in any resulting contract

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

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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 (bidder please complete)

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail: _____

6. Payment

6.1 Basis of Payment

Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit prices, as specified in Annex "B", the Basis of Payment. Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

(Derived from - Provenant de: C0207C, 2013/04/25)

6.2 Limitation of Price

SACC Manual clause C6000C (2011/05/16) Limitation of Price

6.3 SACC Manual Clauses

SACC Reference	Section	Date
C2000C	Taxes - Foreign-based Contractor	2007/11/30
H1001C	Multiple Payments	2008/05/12

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:

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, 2008/12/12)

8. Certifications

8.1

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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 (2014/06/26), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated _____.

11. SACC Manual Clauses

SACC Reference	Section	Date
B7500C	Excess Goods	2006/06/16
G1005C	Insurance	2008/05/12

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12. Shipping Instructions - Delivery at Destination

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

Delivered Duty Paid (DDP) Department of Fisheries and Oceans, Regional Warehouse, 310 Baig Boulevard, Moncton, NB, Incoterms 2000 for shipments from a commercial contractor.

(Derived from - Provenant de: D4001C, 2008/12/12)

Annex "A"

Requirement

The Department of Fisheries and Oceans Canada (DFO) has a requirement for Trawl Net Webs and Twine to be delivered to their Regional Warehouse at 310 Baig Boulevard, Moncton, New Brunswick, E1E 1C8.

1. The following two (2) Essential Items are required as soon as possible, but no later than March 15, 2015:

1.1 Nylon Braided Knotted Net white, SK (Single Knot), LW (Stretched Length Wise), No selvage (Quantity: 1,268 lbs)

Type/size: 2.5 mm x 60 mmstr x 112.5md x 100mtr

1.2 Nylon Braided Knotted Net white, SK (Single Knot), LW (Stretched Length Wise), No selvage (Quantity: 3,092 lbs)

Type/size: 2.5 mm x 80 mmstr x 152.5md x 100mtr

2. The following four (4) Optional Items may be purchased at any time from Contract award until March 15, 2017, on an "as an when requested basis":

2.1 Nylon Braided Knotted Net white, SK (Single Knot), LW (Stretched Length Wise), No selvage (Yearly Estimated Quantity: 1,268 lbs)

Type/size: 2.5 mm x 60 mmstr x 112.5md x 100mtr

2.2 Nylon Braided Knotted Net white, SK (Single Knot), LW (Stretched Length Wise), No selvage (Yearly Estimated Quantity: 3,092 lbs)

Type/size: 2.5 mm x 80 mmstr x 152.5md x 100mtr

2.3 Nylon Braided Knotted Net white, SK (Single Knot), LW (Stretched Length Wise), No selvage (Yearly Estimated Quantity: 1,280 lbs)

Type/size: 2.5 mm x 40 mmstr x 80md x 100mtr

2.4 Braided Nylon Twine white 2.5mm, Breaking Strength 225.9KGF, Tensil Strength 41.9% (Yearly Estimated Quantity: 1,000 lbs)

Braided type: No.42 210d/8*16

Optional Items 2.1, 2.2, 2.3 and 2.4 may be purchased at any time from Contract award until March 15, 2017. The total yearly minimum order is 2000 lbs, which can be a combination of any of the four items listed (2 items minimum). Order(s) will be placed no later than July 15 of each year. Delivery should be made as soon as possible, but MUST be no later than March 15 of the following year (1st order will be placed by July 15, 2015 for delivery by March 15, 2016 and 2nd order will be placed by July 15, 2016 for delivery by March 15, 2017). The quantities are an estimate only. Orders will be placed on an "as and when requested" basis as specified in Part 6, Resulting Contracting Clauses, 4.2 Optional Goods and/or Services.

3. Delivery Instructions

The supplier MUST contact DFO prior to delivery to make arrangements (Contact information to be provided at contract award).

4. Samples

The supplier **MUST provide a net/twine sample for each item with their proposal** for verification/confirmation of the items.

Acronyms:

lbs = pounds
mm = millimeter
mmstr = mm stretched
md = mesh depth
mtr = meter
KGF= kilogram force

**Annex “B”
Basis of Payment**

Essential Items					
Item No.	Description	Unit of Issue	Quantity	Unit Price*	Extended Price
1.1	Nylon Braided Knotted Net white, SK (Single Knot), LW (Stretched Length Wise), No selvage <u>Type/size:</u> 2.5 mm x 60 mmstr x 112.5md x 100mtr	lbs	1,268	\$ _____	\$ _____
1.2	Nylon Braided Knotted Net white, SK (Single Knot), LW (Stretched Length Wise), No selvage <u>Type/size:</u> 2.5 mm x 80 mmstr x 152.5md x 100mtr	lbs	3,092	\$ _____	\$ _____
Total A					\$ _____
Optional Items					
Item No.	Description	Unit of Issue	Yearly Estimated Quantity	Unit Price*	Extended Price
2.1	Nylon Braided Knotted Net white, SK (Single Knot), LW (Stretched Length Wise), No selvage <u>Type/size:</u> 2.5 mm x 60 mmstr x 112.5md x 100mtr	lbs	1,268	\$ _____	\$ _____
2.2	Nylon Braided Knotted Net white, SK (Single Knot), LW (Stretched Length Wise), No selvage <u>Type/size:</u> 2.5 mm x 80 mmstr x 152.5md x 100mtr	lbs	3,092	\$ _____	\$ _____
2.3	Nylon Braided Knotted Net white, SK (Single Knot), LW (Stretched Length Wise), No selvage <u>Type/size:</u> 2.5 mm x 40 mmstr x 80md x 100mtr	lbs	1,280	\$ _____	\$ _____
2.4	Braided Nylon Twine white 2.5mm. Breaking Strength 225.9KGF, Tensil Strength 41.9% Braided type: No.42 210d/8*16	lbs	1,000	\$ _____	\$ _____
Total B					\$ _____
Applicable taxes excluded					

The total evaluated price is the sum of Total A + Total B = \$ _____

***Unit price MUST include delivery charges to the Regional Warehouse, Department of Fisheries and Oceans at 310 Baig Boulevard in Moncton, New Brunswick.**

Optional Items 2.1, 2.2, 2.3 and 2.4 may be purchased at any time from Contract award until March 15, 2017. The total yearly **minimum order is 2000 lbs, which can be a combination of any of the four items listed (2 items minimum)**. Delivery should be made as soon as possible, but MUST be no later than March 15 of the following year (1st order will be placed by July 15, 2015 for delivery by March 15, 2016 and 2nd order will be placed by July 15, 2016 for delivery by March 15, 2017). The quantities are an estimate only. Orders will be placed on an “as and when requested” basis as specified in Part 2, Resulting Contracting Clauses, 4.2 Option Goods and/or Services.