

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 0B2 / Noyau 0B2
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

| | |
|---|--|
| Title - Sujet Trailers for Zodiac 753 RIB | |
| Solicitation No. - N° de l'invitation F7047-140038/B | Date 2015-01-26 |
| Client Reference No. - N° de référence du client F7047-140038 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$MC-024-24937 | |
| File No. - N° de dossier 024mc.F7047-140038 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-02-09 | Time Zone Fuseau horaire Eastern Daylight Saving Time EDT |
| 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: Pilon(MC DIV), Chantal | Buyer Id - Id de l'acheteur 024mc |
| Telephone No. - N° de téléphone (819) 956-4308 () | FAX No. - N° de FAX (819) - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See herein | |

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

Ship Construction, Refit and Related Services/Construction
navale, Radoubs et services connexes

11 Laurier St. / 11, rue Laurier
6C2, Place du Portage
Gatineau
Québec
K1A 0S5

| | |
|--|--|
| 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 |

Solicitation No. - N° de l'invitation

F7047-140038/B

Amd. No. - N° de la modif.

File No. - N° du dossier

024mcF7047-140038

Buyer ID - Id de l'acheteur

024mc

CCC No./N° CCC - FMS No/ N° VME

F7047-140038

This bid solicitation cancels and supersedes previous bid solicitation number F7047-140038/A dated 2014-12-12 with a closing of 2015-01-21 at 02:00PM. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

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List of Annex(es):

Annex “A” – Technical Statement of Requirements (TSOR)

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

The Department of Fisheries and Oceans Canada (DFO) has a requirement to purchase five (5) galvanized boat trailers built in accordance with the Technical Statement of Requirement (TSOR) - **Annex "A"**.

All deliverables must be delivered by **March 13, 2015**.

3. 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.

4. Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada - Chile Free Trade Agreement, the Canada - Perou Free Trade Agreement and the Canada - Panama Free Trade Agreement 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.

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.

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 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 the **Province of 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 in separately bound sections as follows:

- Section I - Technical Bid (two (2) hard copies)
- Section II - Financial Bid (one (1) hard copy)
- Section III - Certifications (one (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 (216mm 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 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.

By the submission of a bid, Bidders agree that all supplemental revisions, Addenda or deletions, including answers to questions raised by Bidders during the period prior to submission of bids, must be incorporated in the Bidder's Proposal together with the Bidder's Firm Price.

1.1 Section I - Technical Bid

Bidders must demonstrate compliance and understanding to each of the requirement included in the Technical Statement of Requirements (TSOR) – **Annex “A”**.

1.1.1 Documentation/information required

The following must be included with the Bids:

- (a) brand name, model name and serial number;
- (b) manufacturer's product sheet showing the complete list of specifications for the trailers;
- (c) bids must indicate point by point if the trailers meet each and every one of the delivery requirements and each and every specification requirement;

1.1.2 Technical knowledge

The Bidder must provide objective evidence that it has the technical knowledge and proven capability in providing and supporting marine trailers of same size, type and complexity which is the subject to this RFP, by providing a detailed list of such trailers (minimum of 5) sold within the last three (3) years with contact information.

1.2 Section II - Financial Bid

Bidders must submit their financial bid in accordance with the BASIS OF PAYMENT and the following articles. The total amount of the applicable taxes must be shown separately.

1.2.1 Exchange Rate Fluctuation

C3011T, 2013-11-06, Exchange Rate Fluctuation

1.2.2 Firm Price

Bidders must indicate for each of the following Item, the Bid price excluding taxes.

| Description | Firm Price |
|---|-----------------------|
| Item 1: Five (5) galvanized trailers built in accordance with Annex "A" | \$ _____ (CAD) |
| Item 2: Authorized Service Representative in accordance with Annex "A" | \$ _____ (CAD) |
| Item 3: Delivery of trailers FOB Destination to Burlington, Ontario, Transportation Cost: | \$ _____ (CAD) |
| TOTAL WITHOUT GST/HST | \$ _____ (CAD) |

1.2.3 Option

1. If additional funding becomes available, the DFO may choose to exercise the option, in whole or in part, to purchase two (2) additional trailers built in accordance with the TSOR, Annex "A". Therefore, Bidders are invited to propose a price for the supply of the additional trailers.
2. The price quoted for the option must be firm, remain valid and open for acceptance by Canada for one (1) year after the award of the resulting contract. The option proposed must be in accordance with the terms and conditions of this RFP.
3. The option proposed will not form part of the Evaluation for the award of a contract in response to this RFP.
4. In this RFP, only the option proposed by the successful bidder may be considered by Canada.
5. The option, if incorporated in the Contract, in whole or in part, may or may not be exercised at the sole discretion of Canada.
6. Canada reserves the right to negotiate the priced option.

7. Price

(a) for one (1) additional trailer built in accordance with the Annex “A” (GST/HST excluded):

Trailer \$ _____ (CAD)

Licensed Service Representative \$ _____ (CAD)

Transportation cost to Burlington, ON: \$ _____ (CAD)

A firm price of: \$ _____ (CAD)

(b) for two (2) additional trailers built in accordance with the Annex “A” (GST/HST excluded):

Trailers \$ _____ (CAD)

Licensed Service Representative \$ _____ (CAD)

Transportation cost to Burlington, ON: \$ _____ (CAD)

A firm price of: \$ _____ (CAD)

1.3 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

In order to be compliant, Bidder's proposal must, to the satisfaction of Canada, meet all requirements of the TSOR and provide all information as requested in **PART 3 - BID PREPARATION INSTRUCTIONS, 1.1 Section I - Technical Bid.**

1.2 Financial Evaluation

SACC Manual Clause A0222T (2013-04-25), Evaluation of Price

2. Basis of Selection

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.

A mandatory requirement is described using the words "shall", "must", "will" "is required" or "is mandatory".

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) - Labours 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

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

The Contractor must deliver to Department of Fisheries and Oceans Canada (DFO) five (5) galvanized trailers in accordance with the Technical Statement of Requirement (TSOR) - **Annex "A"**.

Delivery location:

Fisheries and Oceans Canada
867 Lakeshore Road
Burlington, Ontario
L7R 4A6 CANADA

(information will be provided at contract award)

Contact: _____ Phone number: _____

2.1 Optional Goods

The Contractor grants to Canada the irrevocable option to acquire up to two (2) additional trailers as described at Article 2 of the Contract under the same conditions and at the price stated in the Contract or negotiated by Canada. 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 up to one (1) year after award date of this contract by sending a written notice to the Contractor.

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, **2014-11-27**, Goods (Medium Complexity) apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date

All the deliverables must be delivered on or before **March 13, 2015**.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Chantal Pilon, Supply Team Leader
Department of Public Works and Government Services Canada
Acquisitions Branch - Marine Sector
6C2, Place du Portage, Phase III
11 Laurier Street
Gatineau, QC. K1A 0S5
CANADA

Tel: (819) 956-4308

E-mail: chantal.pilon@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 Technical Authority (*information will be provided at contract award*)

The Technical Authority for the Contract is:

Name:

Title:

Address:

Telephone:

E-mail address:

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.

5.3 Inspection Authority (*information will be provided at contract award*)

The Inspection Authority for the Contract is:

Name:

Title:

Address:

Telephone:

E-mail address:

The Inspection Authority is the representative of the department or agency for whom the Work is being performed under the Contract and is responsible for inspection of the Work and acceptance of the finished work. The Inspection Authority may be represented on-site by a designated inspector and any other Government of Canada inspector who may from time to time be assigned in support of the designated Inspector.

6. Payment

6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price of \$ _____. Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

Price for additional trailers:

(i) if additional funding becomes available, DFO may choose to exercise the option to purchase up to two (2) additional trailers built in accordance with the TSOR, Annex "A".

(ii) Canada reserves the right to negotiate the priced option.

(iii) Price

(a) for one (1) additional trailer built in accordance with the Annex "A" (GST/HST excluded):

Trailer \$ _____ (CAD)

Licensed Service Representative \$ _____ (CAD)

Transportation cost to Burlington, ON: \$ _____ (CAD)

A firm price of: \$ _____ (CAD)

(b) for two (2) additional trailers built in accordance with the Annex "A" (GST/HST excluded):

Trailers \$ _____ (CAD)

Licensed Service Representative \$ _____ (CAD)

Transportation cost to Burlington, ON: \$ _____ (CAD)

A firm price of: \$ _____ (CAD)

6.2 Authorized Service Representative

1. An Authorized Service Representative is required to travel to the delivery destination within (3) days of the delivery of the trailers to do the following adjustments:

- (a) Proper tongue weight adjustments;
- (b) Roller and bunk height;
- (c) Boat position adjustment and bow post adjustments.

2. The cost of such services is to be included in the price for the Work.

6.3 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.

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

3. Invoices must be distributed as follows:

(a) The original and one (1) copy must be forwarded to the Technical Authority identified under the section entitled "Authorities" of the Contract; and

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 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. SACC Manual Clauses

D0018C - Delivery and Unloading, 2007-11-30

C0711C - Time Verification, 2008-05-12

H4500C - Lien - Section 427 of the Bank Act, 2010-01-11

10. Applicable Laws

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

11. Priority of Documents

If there is a discrepancy between the wordings 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, **2014-11-27**, Goods (Medium Complexity);

(c) Annex "A" - Technical Statement of Requirement;

(d) The Contractor's bid dated _____.