

**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**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

**Industrial Vehicles & Machinery Products Division**  
**11 Laurier St./11, rue Laurier**  
**7B1, Place du Portage, Phase III**  
**Gatineau**  
**Québec**  
**K1A 0S5**

<b>Title - Sujet</b> RAILWAY/ANVIL CAR	
<b>Solicitation No. - N° de l'invitation</b> 31184-137375/B	<b>Date</b> 2014-02-11
<b>Client Reference No. - N° de référence du client</b> 31184-137375	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-634-64645	
<b>File No. - N° de dossier</b> hs634.31184-137375	<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 2014-03-11</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<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> Paquin, Benoit	<b>Buyer Id - Id de l'acheteur</b> hs634
<b>Telephone No. - N° de téléphone</b> (819) 956-3966 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5227
<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**

<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>          <b>Signature</b>          <b>Date</b>	

Solicitation No. - N° de l'invitation

31184-137375/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs634

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

31184-137375

File No. - N° du dossier

hs63431184-137375

CCC No./N° CCC - FMS No/ N° VME

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**This bid solicitation cancels and supersedes previous bid solicitation number 31184-137375/A, dated 2013-12-19, with a closing of 2014-01-29 at 14:00.**

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Introduction
2. Summary
3. Debriefing

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Improvement of Requirement During Solicitation Period
6. Environmental Considerations

### **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. Mandatory Certifications Required Precedent to Contract Award

### **PART 6 - SECURITY AND FINANCIAL REQUIREMENTS**

1. Security Requirement
2. Financial Capability

### **PART 7 - RESULTING CONTRACT CLAUSES**

1. Requirement
2. Standard Clauses and Conditions
3. Term of Contract
4. Authorities
5. Payment
6. Invoicing

7. Certifications
8. Applicable Laws
9. Priority of Documents
10. SACC Manual Clauses
11. Inspection and Acceptance
12. Preparation for Delivery
13. Shipping Instructions - Delivery at Destination
14. Post-Contract Award Meeting
15. Assembly/Preparation at Delivery
16. Environmental Considerations

### **Attachments**

Annex A – Statement of Requirement

Annex B - Pricing

## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation and resulting contract document is divided into seven (7) parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments include the Annex A – Statement of requirement and, Annex B - Pricing.

### **2. Summary**

The National Research Council Canada has a requirement to purchase three (3) Railway/Anvil Cars, in accordance with the Annex A – Statement of Requirement, dated 2013-12-19, and as described at Annex B - Pricing.

The requirement is subject to the provisions of the North American Free Trade Agreement, and the Agreement on Internal Trade.

### **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 notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

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## 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 (PWGSC).

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

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**Subsection 05.4** of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation

**Insert:** Bids will remain open for acceptance for a period of not less than ninety (90) calendar days from the closing date of the bid solicitation

### 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 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.

#### **5. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications, Statement of Work or Purchase Description 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 seven (7) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

#### **6. Environmental Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority or the Procurement Authority, thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 1. Bid Preparation Instructions

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

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

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 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.

1. The Bidder must, upon request from the Contracting Authority, provide two (2) digital pictures, one left-front three-quarter view, and one right-rear three-quarter view of each car. It is preferred that pictures have an uncluttered background. Pictures must have a size of at least four (4) Mega pixels, within **fourteen (14)** calendar days from the date of request. The pictures submitted by the Bidder will remain the property of Canada. If the pictures does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive.



## **Section II: Financial Bid**

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 7 and Annex B - Pricing. The total amount of applicable taxes must be shown separately.

Bidders should complete Annex B and submit it with their bid.

### **1. SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C3011T	Exchange Rate Fluctuation	2013-11-06

## **Section III: Certifications**

### **1. Certifications**

Bidders must submit the certifications required under Part 5.

## **Section IV: Additional Information**

### **1. Additional Information**

Canada requests that bidders submit the following information:

#### **1.1 Delivery**

While delivery of the equipment/vehicle is requested by March 28, 2014, the best delivery that could be offered is as follows:

**Item 001 – Three (3) Railway/Anvil Cars** will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

#### **1.2 Supplier Contacts**

Name and telephone number of the person responsible for:

General enquiries

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Delivery follow-up

Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

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## **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 Mandatory Technical Evaluation Criteria**

Bidders must meet, demonstrate and provide all supporting document to support each requirement detailed in Annex A – Statement of Requirement.

#### **1.2 Mandatory Financial Evaluation Criteria**

**1.2.1** Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex B – Pricing.

**1.2.2** The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

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

1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation;
  - b. meet all mandatory technical evaluation criteria; and
  - c. meet all mandatory financial evaluation criteria.
2. Bids not meeting (a) or (b) or (c) will be declared non-responsive. Neither the responsive bid that receives the highest number of points nor the one that proposed the lowest price will necessarily be accepted. The responsive bid with the lowest evaluated price per point of all items will be recommended for award of a contract, provided that the total evaluated price does not exceed the budget available for this requirement.
3. The maximum funding available for the Contract resulting from the bid solicitation is \$ 48,000 (Applicable Taxes extra). Bids valued in excess of this amount will be considered non-responsive. This disclosure does not commit Canada to pay the maximum funding available.

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation 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, if any certification made by the Bidder is found to be untrue whether 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Human Resources and Skills Development Canada \(HRSDC\) - 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 - SECURITY AND FINANCIAL REQUIREMENTS**

### **1. Security Requirement**

There is no security requirement associated with this bid solicitation.

### **2. Financial Capability**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
A9033T	Financial Capability	2012-07-16

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## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **1. Requirement**

The Contractor must deliver three (3) Railway/Anvil Cars, in accordance with the Annex A – Statement of Requirement, dated 2013-12-19, and as described at Annex B - Pricing.

#### **1.1 Technical Changes, Substitutes and Alternatives**

Any technical changes, substitutes and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function, quality and performance to what is being replaced and must be at no additional cost to Canada. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the substitute or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for Default in accordance with the general conditions stated in the contract.

### **2. 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.

#### **2.1 General Conditions**

2010A (2013-04-25), General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

Section 09 entitled Warranty of General Conditions 2010A is amended as follows:

At subsection 1, delete the following: “The warranty period will be twelve (12) months” and replace with the following: “The warranty period will be six (6) months.

Delete subsection 2 in its entirety and replace with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs

(including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

If action to effect repairs under warranty cannot be initiated within two (2) working days and completed within a reasonable length of time or if the Contractor has no repair facilities in the immediate vicinity (within 100 kilometres) of the specified delivery destinations (consignees), Canada reserves the right to make such repairs and be reimbursed by the Contractor at the rate of \$103.91 per hour for labour and the cost for replaced parts.”

All other provisions of the warranty section remain in effect.

### **3. Term of Contract**

#### **3.1 Delivery Date**

Delivery of the vehicle/equipment must be made as follows:

Item 001 – Three (3) Railway/Anvil Cars, must be received within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

### **4. Authorities**

#### **4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Benoit Paquin  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
LEFTD - HS Division  
7B1, Place du Portage, Phase III  
Gatineau, Quebec K1A 0S5  
Telephone : 819-956-3966  
Facsimile: 819-956-5227  
E-mail address: benoit.paquin@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.

#### **4.2 Procurement Authority**

The Procurement Authority for the contract is:

To be inserted by PWGSC

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

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

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

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### **4.3 Technical Authority**

The Technical Authority for the Contract is:

To be inserted by PWGSC

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

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

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

The Technical 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 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.

#### **4.4 Contractor's Representative**

##### **General enquiries**

Name: To be inserted by PWGSC

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

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

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

##### **Delivery follow-up**

Name: To be inserted by PWGSC

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

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

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

#### **5. Payment**

##### **5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties, Excise Taxes included where applicable and Applicable Taxes extra.

## 5.2 SACC Manual Clauses

SACC Reference	Title	Date
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

## 6. Invoicing

### 6.1 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 on the invoice is completed.
2. The contractor is requested to provide invoices in electronic format to the Contracting Authority and Procurement Authority unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
  - (a) The original and one (1) copy must be forwarded to the consignee for acceptance and payment.
  - (b) One (1) copy must be forwarded or e-mail to the Contracting Authority identified under the section entitled “Authorities” of the Contract.

## 7. Certifications

### 7.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation 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.

## 8. Applicable Laws

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

## 9. 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 2010A (2013-04-25) General Conditions - Medium Complexity- Goods;



- (c) Annex A – Statement of Requirement, dated 2013-12-19;  
(d) Annex B - Pricing  
(e) The Contractor's bid dated (to be inserted by PWGSC) \_\_\_\_\_, as amended (to be inserted by PWGSC) \_\_\_\_\_.

**10. SACC Manual Clauses (as applicable)**

	<b>Title</b>	<b>Date</b>
<b>SACC Reference</b>		
A1009C	Work Site Access	2008-05-12
G1005C	Insurance	2008-05-12

**11. Inspection and Acceptance**

The Technical Authority or his representative is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

**12. Preparation for Delivery**

1. The vehicle/equipment shall be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to the inspection authority or consignee at the final delivery location.
2. All vehicles/equipment are to be delivered by appointment only. Any attempt by the carrier to deliver the vehicles/equipment without an appointment may be refused. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable, to pay for any additional costs.

**13. Shipping Instructions - Delivery at Destination**

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

The vehicle/equipment must be delivered by rails to :  
National Research Council Canada  
Bldg U89, 2320 Lester Rd  
Uplands, Ottawa, Ontario

**14. Post-Contract Award Meeting**

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor shall be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the

meeting has been held. The meeting will be held at the Contractor's facilities or at National Research Council Canada facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the National Research Council Canada and Public Works and Government Services Canada.

**15. Assembly/Preparation at Delivery**

The Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all vehicles/equipment delivered. The assembly/preparation must be performed at no additional cost to Canada.

**16. Environmental Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority or the Procurement Authority, thereby reducing printed material.

The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

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**ANNEX A – Statement of Requirement  
For  
Railway/Anvil Car  
dated 2013-12-19**

**Introduction**

The National Research Council-Automotive and Surface Transportation (NRC-AST) is in a need to purchase three replacement covered hopper cars for the purpose of using them as anvil car string on the impact hill facility located in Ottawa, Ontario, Canada. The existing consist have undergone major repairs over the years, and need to be replaced to better serve NRC-AST clients. The newer cars will be permanently loaded to gross rail load of 286,000 lbs and utilized as the anvil car string during impact testing.

**Requirement**

The contractor shall deliver three new or used rail cars with the following mandatory requirements and specifications:

1. Structurally intact covered hopper cars with draft gears, yokes, couplers and complete trucks.
2. Maximum coupler to coupler length of 60 feet.
3. Maximum capacity of 5000 cubic feet.
4. Minimum gross rail load capacity of 286 000 lbs.
5. Couplers shall be AAR Type E.
6. Draft gears shall be AAR M-901E.
7. Two trucks per car.
8. Working order hatches and gates.
9. Working order hand and air brakes.
10. Rail Worthy to be shipped on CN line to Ottawa, On.
11. Must meet AAR requirements for movements in all respects.
12. Access ladders to roof and catwalks.
13. Maximum age of 45 years in service at bid closing date
14. Line drawings for each car
15. CN mechanical inspection reports and maintenance record for each car

**Deliverables**

- Three complete covered hoppers delivered to Ottawa, ON (CN Network)

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## ANNEX B - PRICING

### Item 001 – Railway/Anvil Car

The Contractor must deliver three (3) Railway/Anvil Cars, in accordance with the Annex A – Statement of Requirement, dated 2013-12-19.

#### Railway/Anvil Car number 1

Year of manufacture : \_\_\_\_\_, Serial number : \_\_\_\_\_

Manufacturer: \_\_\_\_\_, Model: \_\_\_\_\_

Firm lot price of \$ \_\_\_\_\_ for Railway/Anvil Car number 1, Delivered Duty Paid (... named place of destination), in accordance with Part 7, Basis of Payment.

#### Railway/Anvil Car number 2

Year of manufacture : \_\_\_\_\_, Serial number : \_\_\_\_\_

Manufacturer: \_\_\_\_\_, Model: \_\_\_\_\_

Firm lot price of \$ \_\_\_\_\_ for Railway/Anvil Car number 1, Delivered Duty Paid (... named place of destination), in accordance with Part 7, Basis of Payment.

#### Railway/Anvil Car number 3

Year of manufacture : \_\_\_\_\_, Serial number : \_\_\_\_\_

Manufacturer: \_\_\_\_\_, Model: \_\_\_\_\_

Firm lot price of \$ \_\_\_\_\_ for Railway/Anvil Car number 1, Delivered Duty Paid (... named place of destination), in accordance with Part 7, Basis of Payment.

### Evaluated price per point

Bids will be evaluated on an aggregate price per point basis as follows:

$$\text{Evaluated price per Railway/Anvil Car} = \frac{\text{Firm Lot Price}}{(45 - (2014 - \text{Year of manufacture}))}$$

The sum of the three evaluated prices will determine the evaluated price per point of all items.