

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 STORAGE TANKS (WATER SUPPLY SYS.)	
Solicitation No. - N° de l'invitation 23375-160220/B	Date 2015-09-09
Client Reference No. - N° de référence du client 23375-160220	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-659-67958	
File No. - N° de dossier hl659.23375-160220	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-10-05	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: Van Tassel, Stella	Buyer Id - Id de l'acheteur hl659
Telephone No. - N° de téléphone (819) 956-4398 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATURAL RESOURCES 1 HAANEL DR. OTTAWA Ontario K1A1M1 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

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

Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	100 BBL SW TANK Natural Resources Canada has the requirement for 2 high heated, insulated & stirred storage tanks for the CanmetENERGY water supply system. These tanks will hold produced water & produced oily water and will be used during testing in phase II of the DCSG testing program. The stainless steel mixer add on is required to prevent corrosion as the tanks may be storing mildly corrosive compounds for extended periods of time	23375	I - 1	2	Each	\$	XXXXXXXXXXXX	See Herein	

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Annex "A"

Purchase Description & Compliance Matrix

Heated, Insulated and Stirred Water Storage Tanks - General Requirements and Specifications

The contractor is to supply two high heated, insulated and stirred storage tanks for the CanmetENERGY water supply system based on the following specifications. The water tanks must include gas fired heaters, mixers and include all necessary connections/fittings. The tanks must be suitable for weather protected outdoor installation (-30 °C to 30 °C).

The contractor must meet the mandatory requirements stated below.

Item #	Requirement/Specification Description	Minimum	Maximum	Compliant (YES/NO)
1	Water Temperature (°C)	5	50	
2	Design Temperature (°C)	-29	93	
3	Weather Protected Outdoor Service Temperature (°C)	-30	30	
4	Tank Design Pressure (oz./in ²)	4	N/A	
5	Tank Internal Volume (L)	10000	15000	
6	Tank Height (ft)	7	10	
7	Tank Diameter (ft)	8	10	
8	Contractor must build and test tanks based on API 12F (or equivalent) requirements			
9	Tanks must be built from A36 steel			
10	Tanks must be equipped with at least three 2" ANSI class 150 raised face flanges (sch. 40)			
11	Tanks must be equipped with one 3" ANSI class 150 raised face flange (sch. 40).			
12	Tanks must be equipped with one 6" ANSI class 150 raised face flange (sch. 40) for mixer connection			
13	Tanks must be equipped with one 3" roof vent			
14	Tanks must be equipped with one 8" thief hatch on roof			
15	Tanks must be equipped with one 2' x 3' sidewall manway to allow access to tank for cleaning			
16	Tanks must include 2 lifting eyelets (or lifting lugs) to allow for moving by crane			
17	Tanks must come on 6" beam base skid			

18	Tanks must come equipped with ladder affixed to exterior to allow for access to roof	
19	Tanks must be baffled	
20	Tank internal surfaces must be cleaned using SSPC-SP10	
21	Tank internal surface must be coated with a solid reinforced, thick film, epoxy-based lining (Devmat 100 or equivalent).	
22	Tanks must come with minimum 1.5" urethane spray foam (or equivalent R value) and sealed with elastomeric material	
23	Tanks must come equipped with level gauging system	
24	Outer shell must be leak tested using compressed air at 1.5x maximum design pressure (7.5 psig)	
25	Any Supplied piping must meet ASTM A106 B specifications	
26	Any supplied flanges, threadlets and couplings must meet ASTM A105 specifications, raised faces must be protected during shipping and delivery (i.e. use of plastic covers/guards to protect sealing surfaces from damage)	
27	Any supplied bolting must be ASTM A193 B7 for studs and ASTM A194 2H for hex nuts	
28	Any supplied weld fittings must meet ASTM A234 WPB specifications	
29	Any supplied gaskets must be spiral wound 150# (Flexitallic CG or equivalent)	
30	Manway gaskets must be made of Buna Nitrile or equivalent	
31	Tanks must be equipped with gas fired heaters capable of maintaining water temperature above 5° C (heat must be applied internal to tank due to space constraints), suitable gas delivery and ventilation required.	

Notes to Contractor:

1.0 Background information

Environmental	
Elevation	400 ft
Ambient	-30 to 30 °C, 100% relative humidity

2.0 CanmetENERGY responsibilities will include:

- Providing a suitable location for installation of the tanks;
- Provide means to unload tanks from truck upon shipment to CanmetENERGY Bell's Corners, Ottawa; and
- Installation of the tanks.

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Annexes

ANNEX A – Purchase Description & Compliancy Matrix – Water Storage Tanks and components

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PART 1 - GENERAL INFORMATION

This bid solicitation cancels and supersedes previous bid solicitation number 23375-160220/A dated July 17, 2015 with a closing date of August 31, 2015 at 2:00 PM. A debriefing or feedback session will be provided upon request to bidders who bid on the previous solicitation.

1.1 Statement of Requirement - Bid

To supply and deliver two (2) Water Storage Tanks and related components as detailed in Annex A – Purchase Description & Compliancy Matrix – Water Storage Tanks and components.

1.2 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 from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 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

2.1 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 (2015-07-03) 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: 60 days
Insert: 90 days

2.1.2 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
B1000T	Condition of Material - Bid	2014-06-26

2.2 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.

2.3 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.

2.4 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

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choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

2.5 Best Delivery Date - Bid

While delivery is requested by December 31, 2015, the best delivery that could be offered is _____ . (*Bidder to complete*)

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Criteria Bid (One (1) hard copy)

Section II: Financial Bid (One (1) hard copy)

Section III: Certifications (One (1) hard copy)

Prices must appear in the line item detail 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 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.


3.1.1 Bidders must submit a full Technical Proposal in accordance with the criteria listed in Annex A - Purchase Description & Compliancy Matrix – Water Storage Tanks and components. The Technical Proposal will form the basis of evaluation and therefore must be complete. Bidders must provide the Technical Proposal with their bid. Failure to provide a Technical Proposal with the bid will render the proposal non-responsive.

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.

3.1.2 Exchange Rate Fluctuation Risk Mitigation

The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#) , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

3.2 Progress Payments

Progress payments will not be considered unless specifically offered by PWGSC in this document.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria; and
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

4.1.1.1 Mandatory Technical Evaluation Criteria

The following MANDATORY factors will be taken into consideration in the evaluation of each bid.

- a) Bidders must provide documentation with their bid showing how they meet the technical requirements detailed in Annex "A" – Purchase Description & Compliancy Matrix – Water Storage Tanks and components.

Bids not meeting these mandatory technical criteria will be given no further consideration.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

Bidders must bid firm unit prices in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included.

4.2 Basis of Selection – Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications 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.

5.1 Certification Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Declaration of Convicted Offences

As applicable pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide its bid, a completed [Declaration Form](#), to be given further consideration in the procurement process

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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) 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.

5.2.3 Certificate of Conformance

The Bidder certifies herein that the products offered conform and will continue to conform to the specifications in the Annex "A" – Purchase Description & Compliancy Matrix – Water Storage Tanks and components during the period of the Contract.

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Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement applicable to this Contract.

6.2 Statement of Requirement - Contract

The Contractor must provide the items detailed in the Line Items Details in accordance with Annex A – Purchase Description & Compliancy Matrix – Water Storage Tanks and components.

6.3 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.

6.3.1 General Conditions

2010A (2015-07-03) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date - *(To be inserted by the Contracting Authority at contract award)*

All the deliverables must be received on or before _____.

6.4.2 Adherence to Delivery Schedule

The Contractor will promptly give notice to the Department of Public Works and Government Services of its inability to meet the contract delivery schedule and will request therein an extension of time stating its proposed revised delivery schedule and offering consideration for such revisions. Until such notice is received and the revised delivery schedule agreed to by the Department of Public Works and Government Services, the Minister may, pursuant to the General Conditions, on the business day following the due date of delivery of any outstanding materials, **terminate the whole or part of the contract for default.**

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Stella Van Tassel

Public Works and Government Services Canada

Acquisitions Branch, Commercial Acquisition & Supply Management Sector

Logistics, Electrical, Fuel & Transportation Directorate

Fuel & Construction Products Division (HL)

11 Laurier Street, 7A2, Place du Portage, Phase III

Gatineau, QC K1A 0S5

Telephone: 819-956-4398

Facsimile: 819-956-5227

E-mail address: stella.vantassel@tpsgc-pwgsc.gc.ca

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

6.5.2 Technical Authority *(To be completed by the Contracting Authority at contract award)*

The Technical Authority for the Contract is:

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____

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.

6.5.3 Contractor's Representative

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

6.6 Payment

6.6.1 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 the Line Item Details, for a cost of \$_____ CAD. Customs duties are included and Applicable Taxes are extra. *(To be completed by the Contracting Authority at contract award)*

6.6.2 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.

6.6.3 Terms of Payment

SACC Manual clause H1000C (2008-05-12) Single Payment.

6.7 Invoicing Instructions

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. Suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

Invoices must be distributed as follows:

a) **By email:** INVOICING-FACTURATION@NRCAN-RNCAN.GC.CA (PDF FORMAT ONLY)

Or

By FAX: 1-877-947-0987

(b) One (1) copy must be forwarded by email to the Contracting Authority identified under section 4 - Authorities of the Contract.

6.8 Certifications

6.8.1 Compliance

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.

6.9 Applicable Laws *(To be completed by the Contracting Authority at contract award)*

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

6.10 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 (2015-07-03) Goods (Medium Complexity);
- (c) Annex A – Purchase Description & Compliancy Matrix – Water Storage Tanks and components; and
- (d) the Contractor's bid dated _____, as clarified on _____ "or", as amended on _____ *(To be completed by the Contracting Authority at contract award)*

6.11 SACC Manual Clauses

The following terms and conditions are incorporated herein:

SACC Reference	Section	Date
C3015C	Exchange Rate Fluctuation Adjustment	2014-11-27
G1005C	Insurance	2008-05-12

6.12 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the

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Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work 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.

6.13 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered DDP Delivered Duty Paid to Natural Resources Canada at 1 Haanel DR., Ottawa, Ontario, Incoterms 2000 for shipments from commercial contractor.