



**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**

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

**Issuing Office - Bureau de distribution**  
**Vehicles & Industrial Products Division**  
**11 Laurier St./11, rue Laurier**  
**7A2, Place du Portage, Phase III**  
**Gatineau, Québec K1A 0S5**

<b>Title - Sujet</b> HIGH PRESSURE PUMPS		
<b>Solicitation No. - N° de l'invitation</b> 23375-160780/A		<b>Date</b> 2015-12-18
<b>Client Reference No. - N° de référence du client</b> 23375-160780		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-524-68679		
<b>File No. - N° de dossier</b> hp524.23375-160780	<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 2016-02-01</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> Hunt, Sandra		<b>Buyer Id - Id de l'acheteur</b> hp924
<b>Telephone No. - N° de téléphone</b> (873) 469-3310 ( )		<b>FAX No. - N° de FAX</b> (819) 953-2953
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATURAL RESOURCES 1 HAANEL DR. OTTAWA Ontario K1A1M1 Canada		

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	PUMP # 1 - CLEAN WATER In accordance with "Annex A - High Pressure Pumps - General Requirements and Specifications attached hereto. Pump #1 (P-4301) Clean Water. •	23375	I - 1	1	Each	\$	XXXXXXXXXXXX		See Herein	
2	PUMP # 2 - WATER/COAL SLURRY In accordance with "Annex A - High Pressure Pumps - General Requirements and Specifications attached hereto. Pump # 2 (P-2301) Water/Coal Slurry.	23375	I - 1	1	Each	\$	XXXXXXXXXXXX		See Herein	
3	PUMP # 3 - PROCESS WATER In accordance with "Annex A - High Pressure Pumps - General Requirements and Specifications attached hereto. Pump #3 (P-2602) Process Water.	23375	I - 1	1	Each	\$	XXXXXXXXXXXX		See Herein	



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
4	PUMP # 4 - CLEAN WATER In accordance with "Annex A - High Pressure Pumps - General Requirements and Specifications attached hereto. Pump #4 (P-2601) Clean Water.	23375	I - 1	1	Each	\$	XXXXXXXXXXXX		See Herein	

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## **PART 1 - GENERAL INFORMATION**

### **1. Requirement**

The requirement is detailed under the “Line Item Detail”.

### **2. Debriefings**

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.

### **3. Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), North American Free Trade Agreement (NAFTA) and the Agreement on Internal Trade (AIT).

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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 Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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:** sixty (60) days

**Insert:** ninety (90) days

#### 1.1 SACC Manual Clauses

B1000T	Condition of Material - Bid	2014-06-26
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### 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 to all

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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. 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 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 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 1: 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.

Bidders must submit, with their bid, the following document:

Annex "A" - High Pressure Pumps - General Requirements and Specifications

### **1. Equivalent Products**

- 1.1 Substitutes and alternatives that are equivalent in form, fit, function and performance will be considered for acceptance by the Technical Authority where the Bidder:
  - (a) Clearly identifies a substitute and/or an alternative;
  - (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;

- 
- (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
  - (d) Provides complete specifications and brochures, where applicable;
  - (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
  - (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.
- 1.2 Substitutes and alternatives offered as equivalent in form, fit, function and performance will not be considered for acceptance by the Technical Authority if:
- (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the evaluate the equivalency; or
  - (b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.

## **Section II: Financial Bid**


### **1. Pricing**

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6.

The Bidder must submit firm unit prices in "Line Item Detail". Prices should not be indicated in any other section of the bid.

## **SACC Manual Clauses**

### **3.1 Exchange Rate Fluctuation Risk Mitigation**

1. 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.

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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.

### **Section III: Certifications**

#### **1. Certifications :**

Bidders must submit the certifications required under Part 5.

### **Section IV: Additional Information**

Canada requests that bidders submit the following information:

#### **1. Delivery Date**

Item 001:

While delivery is requested by June 30<sup>th</sup>, 2016,

The best delivery that could be offered is:

\_\_\_\_\_ **Weeks/Calendar days** from the effective date of the contract.

Item 002:

While delivery is requested by June 30<sup>th</sup>, 2016,

The best delivery that could be offered is:

\_\_\_\_\_ **Weeks/Calendar days** from the effective date of the contract.

Item 003:

While delivery is requested by June 30<sup>th</sup>, 2016,

The best delivery that could be offered is:

\_\_\_\_\_ **Weeks/Calendar days** from the effective date of the contract.

Item 004:

While delivery is requested by June 30<sup>th</sup>, 2016,

The best delivery that could be offered is:

\_\_\_\_\_ **Weeks/Calendar days** from the effective date of the contract.

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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 Technical Evaluation**

1.1.1 Bidders must submit, with their bid, the following document:

- 1) Annex "A"- High Pressure Pumps - General Requirements and Specifications

#### **1.1.2 Equivalent Products**

Bidders proposing substitutes and/or alternatives must provide with their bid all the information requested as detailed in Part 3, "equivalent products" to be considered for evaluation.

### **1.2. Financial Evaluation**

#### **1.2.1 Mandatory Financial Evaluation Criteria**

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

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

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications 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 with 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.

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### 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" 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 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 Additional Certifications Precedent to Contract Award

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

#### 5.2.3.1 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

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Bidders' Authorized Representative Signature

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Date

or

The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

<b>Green Practices within the Bidders' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

#### **5.2.3.2 Substitute and Equivalent Products Conformance Certification**

The Bidder certifies that all Equivalent Products and Substitute Products proposed conform to the requirement detailed under the "Line Item Detail".

This certification does not relieve the bid from meeting the requirement detailed in Part 3, Section I, Substitute Products.

\_\_\_\_\_  
Bidder's authorized representative Signature

\_\_\_\_\_  
Date



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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement applicable to this contract.

### 2. Requirement

The Contractor must provide the items detailed under the “Line Item Detail”.

### 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 *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 (2015-09-03)** General Conditions - Goods (Medium Complexity),  
apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery Date

The Contractor must make the delivery as follows:

- |           |  |
|-----------|--|
| Item 001: | must be delivered on or before_____ (Date to be inserted<br>by the Contracting Authority at time of contract award.) |
| Item 002: | must be delivered on or before_____ (Date to be inserted<br>by the Contracting Authority at time of contract award.) |
| Item 003: | must be delivered on or before_____ (Date to be inserted<br>by the Contracting Authority at time of contract award.) |
| Item 004: | must be delivered on or before_____ (Date to be inserted<br>by the Contracting Authority at time of contract award.) |

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## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sandra Hunt

Title: Supply Team Leader

Public Works and Government Services Canada - Acquisitions Branch

LEFT Directorate, HP Division,

7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec. K1A 0S5

Telephone: 873-469-3310

Facsimile: 819 953-2953

E-mail address: Sandra.Hunt@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 Procurement Authority

The Procurement Authority for the Contract is:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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.

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### 5.3 Technical Authority

The Technical Authority for the Contract is:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)

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.

### 5.4 Contractor's Representative

Name and telephone number of the person responsible for :

#### General enquiries

Name: \_\_\_\_\_ (To be completed by the bidder.)

Title: \_\_\_\_\_

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

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

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

#### Delivery follow-up

Name: \_\_\_\_\_ (To be completed by the bidder.)

Title: \_\_\_\_\_

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

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

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

## 6. Payment

### 6.1 Basis of Payment -Firm Unit Price

- 6.1.1 In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price(s), as specified in "Line Item Detail".
- 6.1.2 All firm unit prices in Canadian dollars must be Delivery Duty Paid (DDP) at destination, Incoterms 2000, including Canadian Custom Duties and Excise taxes where applicable, and applicable Taxes are extra.
- 6.1.3 Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 SACC Manual Clauses

C2000C	Taxes - Foreign-based Contractor	2007-11-30
H1000C	Single Payment	2008-05-12

### 6.3 Exchange Rate Fluctuation Adjustment (if applicable)

- The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. 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.
- For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
- 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 provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = FCC \times Qty \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

FCC Foreign Currency Component (per unit)

$i_0$

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

$i_1$

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (i.e.  $[i_1 - i_0] / i_0$ ).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

## 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.

### 7.1. Invoices must be distributed as follows:

- (a) The invoice must be forwarded as follows for certification and payment;

By email: (To be inserted by PWGSC at time of contract award.)

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

Note 1: Invoices of Delivered Duty Paid, Incoterms 2000 contract will not be submitted prior to shipment of materiel.

## 8. Certifications

### 8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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 Ontario.

## 10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) 2010A (2015-09-03) General Conditions - Goods (Medium Complexity);
- (c) Line Item Detail;
- (d) Annex "A" – High Pressure Pumps - General Requirements and Specifications
- (e) the Contractor's bid dated \_\_\_\_\_

## 11. SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
B1501C	Electrical Equipment	2006-06-16
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

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**12. Preservation/Packaging/Packing/Marking**

Preservation, packaging, packing and marking shall be in accordance with the Contractor's standard domestic commercial practice to ensure safe delivery at destination.

**13. Shipping Instructions - DDP Destination**

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

Incoterms 2000 "DDP Delivered Duty Paid" Ottawa, Ontario.

**14. 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 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.

**15. Post-Contract Award Meeting/Pre-Production Meeting**

Within ten (10) working days of the receipt of the contract, the Contractor must contact the Technical Authority to determine the details of a pre-production meeting. The meeting will be held via teleconference.

**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 (I/A) or the Procurement Authority (I/A), 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.

## Annex "A"

### High Pressure Pumps - General Requirements and Specifications

The contractor must supply four (4) high pressure metering pumps (only diaphragm or piston pumps accepted) to CanmetENERGY Ottawa given the following mandatory requirements;

**The contractor must meet the mandatory requirements stated below.**

Item #	Requirement/Specification	Minimum	Maximum	Compliant (YES/NO)
<b>Pump # 1 (P-4301): Clean Water</b>				
1)	Inlet Temperature	10 °C	150 °C	
2)	Discharge Temperature	N/A	150 °C +	
3)	Inlet Pressure	1160 psig	1305 psig	
4)	Discharge Pressure	N/A	1450 psig	
5)	Fluid Density	0.92 g/cc	0.92 g/cc	
6)	Fluid Viscosity	0.21 cp	1.3 cp	
7)	Flow Rate	2 L/min	16 L/min	
8)	Metallic Wetted Parts Material	316 or 304 Stainless Steel		
9)	Non-Metallic Wetted Parts Material	PTFE		
10)	Power Supply	600 V/ 3 Phase/ 60 Hz		
11)	Motor	Inverted Duty – Continuous Rated		
12)	Motor Enclosure	TEFC – Explosion Proof – Nema Premium Efficiency		
13)	Stroke adjustment	Manual		
14)	Fluid Connection (Suction & Discharge)	ASME B16.5 – #1500 Raised Face Flange		
<b>Pump # 2 (P-2301): Water/Coal Slurry</b>				
15)	Inlet Temperature	10 °C	40 °C	
16)	Discharge Temperature	N/A	60 °C	
17)	Inlet Pressure	2.5 psig	3.0 psig	



<b>18)</b>	Discharge Pressure	N/A	1812 psig	
<b>19)</b>	Fluid Density	0.98 g/cc	1.25 g/cc	
<b>20)</b>	Fluid Viscosity	300 cp	1600 cp	
<b>21)</b>	Flow Rate	30 kg/h	300 kg/h	
<b>22)</b>	Solids Content (70% at 200 Tyler Mesh)	30 wt%	40 wt%	
<b>23)</b>	Metallic Wetted Parts Material	316 or H03 Stainless Steel		
<b>24)</b>	Non-Metallic Wetted Parts Material	PTFE		
<b>25)</b>	Power Supply	600 V/ 3 Phase/ 60 Hz		
<b>26)</b>	Motor	Inverted Duty – Continuous Rated		
<b>27)</b>	Motor Enclosure	TEFC – Explosion Proof – Nema Premium Efficiency		
<b>28)</b>	Stroke adjustment	Manual		
<b>29)</b>	Fluid Connection (Suction & Discharge)	ASME B16.5 – #1500 Raised Face Flange		
<b>Pump # 3 (P-2602): Process Water</b>				
<b>30)</b>	Inlet Temperature	20 °C	75 °C	
<b>31)</b>	Discharge Temperature	N/A	75 °C	
<b>32)</b>	Inlet Pressure	435 psig	1160 psig	
<b>33)</b>	Discharge Pressure	N/A	1812 psig	
<b>34)</b>	Fluid Density	0.92 g/cc	0.98 g/cc	
<b>36)</b>	Fluid Viscosity	0.37 cp	1.1 cp	
<b>37)</b>	Flow Rate	N/A	8.4 l/min	
<b>38)</b>	Metallic Wetted Parts Material	316 or 304 Stainless Steel		
<b>40)</b>	Non-Metallic Wetted Parts Material	PTFE		
<b>41)</b>	Power Supply	600 V/ 3 Phase/ 60 Hz		
<b>42)</b>	Motor	Inverted Duty – Continuous Rated		
<b>43)</b>	Motor Enclosure	TEFC – Explosion Proof – Nema Premium Efficiency		
<b>44)</b>	Stroke adjustment	Manual		

<b>45)</b>	Fluid Connection (Suction & Discharge)	ASME B16.5 – #1500 Raised Face Flange	
<b>Pump # 4 (P-2601): Clean Water</b>			
<b>46)</b>	Inlet Temperature	10 °C	20 °C
<b>47)</b>	Discharge Temperature	N/A	35 °C
<b>48)</b>	Inlet Pressure	45 psig	85 psig
<b>49)</b>	Discharge Pressure	N/A	1812 psig
<b>50)</b>	Fluid Density	1.0 g/cc	1.1 g/cc
<b>51)</b>	Fluid Viscosity	1.0 cp	1.3 cp
<b>52)</b>	Flow Rate	200 kg/h	2000 kg/h
<b>53)</b>	Metallic Wetted Parts Material	316 or 304 Stainless Steel	
<b>54)</b>	Non-Metallic Wetted Parts Material	PTFE or Buna N	
<b>55)</b>	Power Supply	600 V/ 3 Phase/ 60 Hz	
<b>56)</b>	Motor	Inverted Duty – Continuous Rated	
<b>57)</b>	Motor Enclosure	TEFC – Explosion Proof – Nema Premium Efficiency	
<b>58)</b>	Stroke adjustment	Manual	
<b>59)</b>	Fluid Connection (Suction)	ASME B16.5 – #150 Raised Face Flange or FNPT	
<b>60)</b>	Fluid Connection (Discharge)	ASME B16.5 – #1500 Raised Face Flange or FNPT	

#### Notes to Contractor:

#### 1.0 Background information

Environmental	
Elevation	0 ft
Ambient	5 °C to 40 °C, 100% relative humidity

#### 2.0 CanmetENERGY responsibilities will include:

- Providing a suitable location for installation of pumps and performing all electrical and plumbing connections to the pump skids (pump skid must be fully assembled upon delivery)
- Supply VFD's and control cabinets

Note: The motor supplied by the vendors must be inverter duty and capable of being used with a variable frequency drive. The drive is always matched to the motor based on voltage, size and duty. The vendor will size the motor for their pump based on the specific requirements for our application.

- c) Supply all necessary process information and provide additional information/feedback on proposed modifications by the bidder/contractor

**3.0 Contractor Responsibilities will include:**

- a) Offloading of pumps upon delivery
- b) Providing documentation verifying pumps meet all applicable electrical safety standards:
  - I. CSA C22.2 No. 100-6<sup>th</sup> Edition, Motors and Generators
  - II. CSA C390-98—Energy Efficiency Test Methods for Three-Phase Induction Motors
  - III. CSA Spec C22.2 No. 145-M—Motors and Generators for Use in Hazardous Locations
  - IV. Nema MG 1—Motors and Generators
  - V. ANSI/IEEE 112—Test Procedures for Motors/Generators
  - VI. UL1004—Motors Electric