



**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**

<b>Title - Sujet</b> 50 HP Compressor	
<b>Solicitation No. - N° de l'invitation</b> 23240-181226/A	<b>Date</b> 2018-02-07
<b>Client Reference No. - N° de référence du client</b> 23240-181226	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-404-74350	
<b>File No. - N° de dossier</b> hp404.23240-181226	<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 2018-03-02</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> Michele Mak	<b>Buyer Id - Id de l'acheteur</b> hp404
<b>Telephone No. - N° de téléphone</b> (873) 469-3338 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<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**

**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>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>



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	1 HAANEL DRIVE, BLDG. 3A OTTAWA ON KIA 1M1	I - 1	NRCan.invoice_imaging-service_dimagerie_des_f actures.RNCan@canada.ca



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	Del. Offered Liv. offerte
1	<p>GA37VSD Atlas Copco</p> <ul style="list-style-type: none"> <li>• Atlas Copco 50 HP Variable speed Drive (VSD) Energy Savings rotary Screw Air Compressor Package c/w Atlas copco's Elektronikon MK5 Graphic Controller and monitoring display.</li> <li>• Part Number Requested: GA37VSD+P (575/3/60) or equivalent</li> <li>• MFG: Atlas Copco</li> <li>• Rated Capacity: 55 to 275 SCFM@ 100 psi</li> <li>• Power: 573 Volts / 3 Phase / 60 Hz</li> <li>• Horsepower: 50</li> <li>• Cooling Medium: Ambient air</li> <li>• Required Cooling Air flow: 5,298 cfm</li> <li>• Controls: Variable Speed Drive c/w auto shutdown</li> <li>• Sound Level: 67 dB(A)</li> <li>• Dimensions: 65"L x 43"W x 77"H</li> <li>• Outlet Connection: 2 in. NPT</li> <li>• Bidder Offers:</li> <li>• PN: _____</li> <li>• MFG: _____</li> <li>• Descriptive Literature must be submitted with your bid</li> <li>•</li> </ul>	D-1	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
1	•									
2	Installation	D-1	I-1	1	LOT	\$	XXXXXXXXXXXX		See Herein	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

Natural Resources Canada requires the Variable Speed Compressor Unit accordance with the “Line Item Detail” herein.

### **1.2 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.

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

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## 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) (<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 (2017-04-27) 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

The 2003 standard instructions is amended as follows:

- Section 5, entitled Submission of bids, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
  - subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
  - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
- Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service,

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conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."

- Section 07, entitled Delayed bids, is amended as follows:
  - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
- Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:  
"Transmission by facsimile or by epost Connect

#### 1. Facsimile

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:
  - i. receipt of garbled or incomplete bid;
  - ii. availability or condition of the receiving facsimile equipment;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid; or
  - vii. security of bid data.
- c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.

#### 2. ePost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) provided by Canada Post Corporation ([https://www.canadapost.ca/web/en/products/details.page?article=epost\\_connect\\_send\\_a](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a)).
- b. To submit a bid using epost Connect service, the Bidder must either:
  - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
  - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit

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- requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
  - d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
  - e. The email address of PWGSC Bid Receiving Unit in Headquarters is: [TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessoumissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca). The solicitation number must be identified in the epost Connect message field of all electronic transfers.
  - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
  - g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
    - i. receipt of a garbled or incomplete bid;
    - ii. availability or condition of the epost Connect service;
    - iii. incompatibility between the sending and receiving equipment;
    - iv. delay in transmission or receipt of the bid;
    - v. failure of the Bidder to properly identify the bid;
    - vi. illegibility of the bid;
    - vii. security of bid data; or
    - viii. inability to create an electronic conversation through the epost Connect service.
  - h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

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

## **2.5 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **seven (7)** calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 standard instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid  
Section II: Financial Bid  
Section III: Certifications  
Section IV: Additional Information

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid / 2 hard copies  
Section II: Financial Bid / 1 hard copies  
Section III: Certifications / 1 hard copies  
Section IV: Additional Information / 1 hard copies

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

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

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

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

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

### **Section I: Technical Bid**

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

### **Section II: Financial Bid**

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

#### **3.1.1 Equivalent Products**

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
  - (a) designates the brand name, model and/or part number of the substitute product;
  - (b) states that the substitute product is fully interchangeable with the item specified;
  - (c) provides complete specifications and descriptive literature for each substitute product;
  - (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
  - (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:

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- (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
    - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
  3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to provide technical information demonstrating the equivalency (e.g. drawing, specifications, engineering reports and/or test reports, a sample of the product offered), or to demonstrate that the substitute product is equivalent to the item specified in the bid solicitation, at the sole cost of bidders, within **three (3) business days (or other delay specified herein)** of the request. If the bidder fails to provide the requested information within the specified delay, Canada may declare the bid non-responsive

## **Section II: Financial Bid**

### **Pricing**

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6. The total amount of applicable Taxes must be shown separately, if applicable.

The Bidder must submit firm unit prices in "Line Item Detail" only. No prices must be indicated in any other section of the bid.

### **3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "A" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "A" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.3 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

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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.

### **Section III: Certifications**

Bidders must submit the certifications required under PART 5 - CERTIFICATIONS.

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

Canada requests that bidders submit the following information:

#### **3.1.4 Delivery**

While delivery of the VSD Compressor is requested by **March 30, 2018** best delivery that can be offered is as follows:

Item 001 – “**Qty (1) VSD Compressor**” will be delivered within \_\_\_\_\_ calendar days from the effective date of the contract.

#### **3.1.5 Manufacturer's Standard Warranty Period**

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the equipment and its component that exceeds the minimum warranty period of **twelve (12)** months.

## **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.
- b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

4.1.1.1 Bidders must submit, with their bid , the followings documents:

##### 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.

#### **4.1.2 Financial Evaluation**

- 4.1.2.1 The purpose of the financial evaluation is to determine the lowest price using the information submitted in "Line item Detail".
- 4.1.2.2 Bids will be evaluated on an aggregate price basis for the item and quantity

### **4.2 Basis of Selection**

A bid must comply with the requirements of the bid solicitation and meet all mandatory requirements to be declared responsive. The responsive bid with the lowest evaluated aggregate price 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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), **the Bidder must provide the**

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required documentation, as applicable, to be given further consideration in the procurement process.

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 available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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

- B) 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.

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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.	

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Bidders' Authorized Representative Signature

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Date

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **6.1 Requirement**

The Contractor must deliver (1) One VSD Compressor Unit in accordance with the “Line Item detail” herein.

### **6.2. 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) (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

#### **6.2.1 General Conditions**

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.3. Term of Contract**

#### **6.3.1 Delivery of Vehicle/Equipment**

Delivery of the VSD Compressor must be made as follows:

Item 001 - Quantity (1) Compressor “ must be delivered on or before \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

### **6.4 Authorities**

#### **6.4.1 Contracting Authority**

### **6.4 Authorities**

#### **6.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Michele Mak  
Supply Specialist  
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

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Telephone: 873 469-3338  
E-mail: Michele.Mak@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.

#### 6.4.2 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.

#### 6.4.3 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: \_\_\_\_\_

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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.

#### 6.4.4 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: \_\_\_\_\_

#### 6.4.5 After Sales Service

The following dealer and/or agent is authorized to provide after sales service, maintenance and warranty repairs; and a full range of repair parts for the equipment offered:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Distance between the delivery location and the dealer and/or agent: \_\_\_\_\_ km

## **6.5. Payment**

### **6.5.1 Basis of Payment**

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

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

The price paid will be adjusted in accordance with the exchange rate fluctuation provision

### **6.5.2 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

### **6.5.3 SACC Manual Clauses**

H1000C	Single Payment	2008-05-12
C3015C	Exchange rate fluctuation adjustment	2017-08-17

## **6.6. 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. Offerors / 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) The original and one copy of the Contractor's own invoice must be forwarded by mail to:

E-mail: [NRCan.invoice\\_imaging-service\\_dimagerie\\_des\\_factures.RNCan@canada.ca](mailto:NRCan.invoice_imaging-service_dimagerie_des_factures.RNCan@canada.ca)

b) One copy of all invoices to the PWGSC Contracting Authority.

## 6.7 Certifications

### 6.7.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

## 6.8 Applicable Laws

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

## 6.9 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 general conditions 2010A (2016-04-04) General Conditions - Goods (MediumComplexity);
- (c) Line Item Detail;
- (d) the Contractor's bid dated \_\_\_\_\_

## 6.10 SACC Manual Clauses

The following clauses set out in the SACC Manual must form part of this Contract:

A1009C

Work Site Access

2008-05-12

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A9068C	Government Site Regulations	2010-01-11
G1005C	Insurance - No Specific Requirement	2016-01-28

### 6.11 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.

### 6.12 Preparation for Delivery

The equipment must 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 Public Services and Procurement Canada personnel at the final delivery location.

Any attempt by the carrier to deliver equipment will be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and to accept the delivery (Please give at least one week notice in order to make delivery arrangements). 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 additional costs.

### 6.13 Shipping Instructions - Delivery at Destination

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid to:

NRCan  
1 Hannel Drive – Building 3  
Ottawa, ON K1A 1M1

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 taxes.

**Item 001** - the contact person for delivery is: \_\_\_\_\_ **(to be inserted by PWGSC at time of contract award)**.

### 6.14 Material

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Material supplied must be new, unused and of current production by manufacturer.

### **6.15 Packaging**

The methods used for preservation and packaging must be in conformity with the contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment (as below deck cargo).

### **6.16 Warranty**

The manufacturer's standard warranty of **(to be inserted by PWGSC at time of contract award)**(\_\_\_\_\_ months) as administered through the designated dealer or authorized agent apply.

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ANNEX "A" to PART 3 OF THE BID SOLICITATION

**ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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(insert if applicable over \$1M taxes included)

## ANNEX C to PART 5 – BID SOLICITATION

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY – CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: \_\_\_\_\_ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

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B1. The Bidder is not a Joint Venture.

**OR**

B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)