



**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**

Industrial Vehicles & Machinery Products Division  
LEFTD - HS Division  
140, O'Connor Street/  
140, rue O'Connor,  
East Tower, 4th Floor/  
Tour Est, 4e étage  
Ottawa  
Ontario  
K1A 0S5

<b>Title - Sujet</b> Sea Container		
<b>Solicitation No. - N° de l'invitation</b> 23239-190704/A	<b>Date</b> 2019-09-06	
<b>Client Reference No. - N° de référence du client</b> 23239-190704		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-642-77694		
<b>File No. - N° de dossier</b> hs642.23239-190704	<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 2019-10-22</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Thérien, Annie		<b>Buyer Id - Id de l'acheteur</b> hs642
<b>Telephone No. - N° de téléphone</b> (613) 297-3541 ( )		<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATURAL RESOURCES 2464 SHEFFIELD ROAD OTTAWA Ontario K1B4E5 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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation and resulting contract document is divided into six (6) parts plus annexes as follows:

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

The attachments include the Annex A – Purchase description, Annex B – Pricing, Annex C – Mandatory Technical Criteria and Annex D - Electronic Payment Instruments.

### **1.2 Summary**

The Department of Natural Resources of Canada has a requirement to purchase seven (7) Sea Containers in accordance with the Purchase Description as described at Annex A – Purchase Description to be delivered in Ottawa, ON, by December 1st, 2019.

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

### **1.4 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

### **1.5 Debriefings**

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

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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>) issued by Public Works and Government Services Canada (PWGSC).

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

The 2003 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

**Delete:** sixty (60) days

**Insert:** ninety (90) days

### 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 in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

### 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 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.

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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) 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 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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 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
- Section II: Financial Bid
- Section III: Certifications
- Section IV: Additional Information

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

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (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.

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**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****3.1.1 Basis of payment**

Bidders must submit their financial bid in accordance with the Basis of Payment and with Annex B – Pricing

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

**3.1.2 Pricing**

Bidders must submit firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes must be shown separately.

**3.1.3 Electronic Payment of Invoices – Bid**

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

If Annex D - 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.

**3.1.4 SACC Manual Clauses****3.1.4.1 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 <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, 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 <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, 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.



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**Section III: Certifications**

Bidders must submit the certifications required under Part 5.

**Section IV: Additional Information**

Canada requests that bidders submit the following information:

**3.1.5 Best Delivery Date - Bid**

While delivery of the equipment is requested by December 1st, 2019, the best delivery that could be offered is as follows:

Item 001 – **Facilities – Centered side door (2units)** will be delivered within \_\_\_\_ weeks/calendar days from the effective date of the contract.

Item 002 – **Facilities – Full side door (2units)** will be delivered within \_\_\_\_ weeks/calendar days from the effective date of the contract.

Item 003 – **FEU – End loader (3units)** will be delivered within \_\_\_\_ weeks/calendar days from the effective date of the contract.

**3.1.6 Supplier Contacts**

Canada requests that Bidders provide the Contractor's Representative contact information in Part 6.

## **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 Mandatory Technical Evaluation Criteria**

Bidders must demonstrate their compliance with all mandatory technical criteria detailed Annex C - Mandatory Technical Criteria, by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.

#### **4.1.2 Financial Evaluation**

Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex B – Pricing, and in accordance to the Basis of Payment.

##### **4.1.2.1 Mandatory Financial Evaluation Criteria**

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

### **4.2 Basis of Selection**

A bid must comply with all requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest aggregate evaluated 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. 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 (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-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 Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### 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

##### 5.2.3.1 Product Conformance

The Bidder certifies that all containers proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of Annex A – Purchase Description.

This certification does not relieve the bid from meeting all mandatory technical criteria detailed in Part 4.

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Bidders' Authorized Representative Signature

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Date

#### 5.2.3.2 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.

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

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
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.	

Solicitation No. - N° de l'invitation  
23239-190704

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HS642

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Bidders' Authorized Representative 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 Requirement**

There is no security requirement applicable to this Contract.

### **6.2 Requirement - Contract**

The Contractor must provide seven (7) Sea Containers in accordance with the Purchase Description described at Annex A – Purchase Description and at Annex B- Pricing.

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

Any technical changes, equivalent products and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any equivalent products and alternatives must be equivalent in form, fit, function and performance. Equivalent products and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

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

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

#### **6.3.1 General Conditions**

2010A (2018-06-21) General Conditions - Goods (Medium Complexity) apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Delivery**

The Contractor must make the delivery as detailed in Annex B - Pricing.

#### **6.4.2 Delivery points**

Delivery of the requirement will be made to delivery point(s) specified at Annex B - Pricing.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Annie Therien

Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

Industrial Vehicles, Machinery Products and Logistics Division – HS

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Building L'Esplanade Laurier, East Tower  
140 O'Connor, Street  
Ottawa, Ontario K1A 0R5  
Telephone: 613-297-3541  
E-mail address: [annie.therien@pwgsc-tpsgc.gc.ca](mailto:annie.therien@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.

#### **6.5.2 Procurement Authority**

The Procurement Authority for the contract is:

Name: **to be inserted by PWGSC**

Natural Resources Canada

Telephone:

E-mail address:

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

#### **6.5.3 Technical Authority**

The Technical Authority for the Contract is:

Name: **to be inserted by PWGSC**

Natural Resources Canada

Telephone:

E-mail address:

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### **6.5.4 Contractor's Representatives**

##### **General enquiries**

Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Facsimile No: \_\_\_\_\_

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

## **6.6 Payment**

### **6.6.1 Basis of Payment - Firm Price**

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

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

### **6.6.2 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C6000C	Limitation of Price	2011-05-16
H1000C	Single Payment	2008-05-12
C3015C	Exchange Rate Fluctuation Adjustment	2017-08-17

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

The Contractor accepts to be paid using 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)

## **6.7 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled “Invoice Submission” of the general conditions. Invoices cannot be submitted until all work identified on the invoice is completed.
2. The contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
  - (a) The original must be forwarded or e-mail to the Procurement Authority identified under the section entitled “Authorities” of the Contract for acceptance and payment.
  - (b) One (1) copy must be forwarded or e-mail to the Contracting Authority identified under the section entitled “Authorities” of the Contract.

## **6.8 Certifications**

### **6.8.1 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.

## **6.9 Applicable Laws**

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

## **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) 2010A (2018-06-21) General Conditions - Goods (Medium Complexity);
- (c) Annex A – Purchase Description
- (d) the Contractor's bid dated **to be inserted by PWGSC**, as amended **to be inserted by PWGSC**.

## **6.11 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
B7500C	Excess Goods	2006-06-16
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D3015C	Dangerous Goods /Hazardous Products – Labelling and Packaging Compliance	2014-09-25
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2016-01-28

## **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 Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Purchase Description 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 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 the inspection authority or consignee at the final delivery location.

## **6.14 Shipping Instructions - Delivery at Destination**

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

The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in Annex B - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

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**6.15 Delivery and Unloading**

Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.

**6.16 Post-Contract Award Meeting**

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor must be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at the client department facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the client department and Public Works and Government Services Canada.

**6.17 Tools and Loose Equipment**

For shipment verification, all items and tools, which are shipped loose with the equipment must be listed on an attached packing note.

**6.18 Assembly/Preparation at Delivery**

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

**6.19 Interchangeability**

Unless changes during the production run are authorized by the Contracting Authority, all equipment supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

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**ANNEX A – Purchase Description**

**ITEM1 : Facilities – Specifications - Product: Sea Container –  
Centered side door (2 units)**

**1.1 Double Doors on both ends & Double Side Doors**

**1.1.1 Dimensions**

- a. Exterior: 20'L x 8'6"H x 8'W – approximately sizing
- b. Interior: 19'5"L x 7'10"H x 7'6"W – approximately approximate sizing
- c. End Door Opening: 7'H x 7'9"W – single or both ends – approximate sizing
- d. Side Door Opening (centered) – 7'6"H x 4' side door opening – approximate sizing

**1.1.2 Specifications:**

- a. Industry approved for Maritime transportation by providing a certificate
- b. 14 gauge locking steel double end swing doors on both ends and on one side
- c. Color: grey or tan – only colors accepted
- d. Must be built of anti-corrosive steel; corrugated sides and roof – no exceptions or substitutes
- e. Marine grade plywood floors (19 plies as a minimum acceptable)
- f. 4 weatherproof vents to provide air ventilation of the inside – Min of 4
- g. High locking bar door handles
- h. Equipped with Forklift pockets on all side
- i. Secure lockbox
- j. 1 aluminum Dangerous Goods(DG) placards pockets on each side
- k. Payload capacity of 60,000lbs or more
- l. Tie down steel lashing rings, 4000lbs cap each 12 on top – 12 on bottom

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## **ITEM 2: Facilities – Specifications Product: Sea Container – Full side door (2 units)**

### **2.1 One full side opener and Double doors on one end**

#### **2.1.1 Dimensions**

- a. Exterior: 20'L x 8'6"H x 8"W - approximate
- b. Interior: 19'5"L x 7'10"H x 7'6"W - approximate
- c. End Door Opening: 7'2"H x 7'7"W – approximate (left side when facing open side door)
- d. Side door Opening: 7'1"H x 19'2"W - one side (full side)

#### **2.1.2 Specifications**

- a. Industry approved for Maritime transportation by providing a certificate
- b. 14 gauge locking steel double end swing doors on one end and one side
- c. Color: grey or tan – only colors accepted
- d. Must be built of anti-corrosive steel; corrugated sides and roof – no exceptions or substitutes
- e. Marine grade plywood floors (19 plies as a minimum acceptable)
- f. 4 weatherproof vents to provide air ventilation of the inside – Min of 4
- g. Min of 2 x 36" High locking bar door handles – Min. of 2 requirement
- h. Equipped with Forklift pockets on all side
- i. Secure lockbox
- j. 1 aluminum Dangerous Goods(DG) placards pockets on each side
- k. Payload capacity of 60,000lbs or more
- l. Tie down steel lashing rings, 4000lbs cap each 12 on top – 12 on bottom

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### **ITEM 3: FEU – Specifications - Product: Sea Container – End loader (3 units)**

3.1 Dimensions in accordance with ISO standards

- a. Exterior: 20'L x 8'W x 8'6"H
- b. Interior: 19'9"L x 7'8"H x 7'10"H
- c. Door Opening: 7'8"W x 7'5"H

3.2 Specifications:

- a. Industry approved for Maritime transportation
- b. Color: grey or tan – only colors accepted
- c. Must be built of anti-corrosive steel – no exceptions or substitutes
- d. Marine grade plywood floors (19 plies as a minimum acceptable)
- e. 4 weatherproof vents to provide air ventilation of the inside – Min of 4
- f. Min of 2 x 36" High locking bar door handles – Min. of 2 requirement
- g. Equipped with Forklift pockets on all side
- h. Secure lockbox
- i. 1 aluminum Dangerous Goods(DG) placards pockets on each side
- j. Payload capacity of 60,000lbs or more
- k. Tie down steel lashing rings, 4000lbs cap each 12 on top – 12 on bottom

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## ANNEX B - Pricing

### Item 001 – Facilities – Centered side door (2units)

The Contractor must deliver 2 Sea Containers (Facilities – Centered side door) in accordance with the attached Annex A - Purchase Description.

The Sea Containers - **Facilities – Centered side door** must be delivered to:

2464 Sheffield Road  
Ottawa, ON

The contact person at destination is: (to be inserted by PWGSC).

Firm price of \$\_\_\_\_\_ per Sea Container, Delivered Duty Paid (... named place of destination), in accordance with Part 6.6.1 - Basis of Payment.

Manufacturer: (to be inserted by PWGSC)      Model: (to be inserted by PWGSC)

### Item 002 – Facilities – Full side door (2units)

The Contractor must deliver 2 Sea Containers (Facilities – Full side door) in accordance with the attached Annex A - Purchase Description.

The Sea Containers - **Facilities – Full side door** must be delivered to:

2464 Sheffield Road  
Ottawa, ON

The contact person at destination is: (to be inserted by PWGSC).

Firm price of \$\_\_\_\_\_ per Sea Container, Delivered Duty Paid (... named place of destination), in accordance with Part 6.6.1 - Basis of Payment.

Manufacturer: (to be inserted by PWGSC)      Model: (to be inserted by PWGSC)

### Item 003 – FEU – End loader (3units)

The Contractor must deliver 3 Sea Containers (FEU – End loader) in accordance with the attached Annex A - Purchase Description.

The Sea Containers - **FEU – End loader** must be delivered to:

2464 Sheffield Road  
Ottawa, ON

The contact person at destination is: (to be inserted by PWGSC).

Firm price of \$\_\_\_\_\_ per Sea Container, Delivered Duty Paid (... named place of destination), in accordance with Part 6.6.1 - Basis of Payment.

Manufacturer: (to be inserted by PWGSC)      Model: (to be inserted by PWGSC)

### Annex C- Technical mandatory criteria

Item 1	Requirement	Proof of compliance	Bid Reference
1.1.2. f.	4 weatherproof vents to provide air ventilation of the inside – minimum of 4		
1.1.2. h.	Equipped with Forklift pockets on all side		
1.1.2. i.	Secure lockbox		
1.1.2. j.	1 aluminum Dangerous Goods(DG) placards pockets on each side		
1.1.2. k.	Payload capacity of 60,000lbs or more		

Item 2	Requirement	Proof of compliance	Bid Reference
2.1.2. f.	4 weatherproof vents to provide air ventilation of the inside – minimum of 4		
2.1.2. h.	Equipped with Forklift pockets on all side		
2.1.2. i.	Secure lockbox		
2.1.2. j.	1 aluminum Dangerous Goods(DG) placards pockets on each side		
2.1.2. k.	Payload capacity of 60,000lbs or more		

Item 3	Requirement	Proof of compliance	Bid Reference
3.2. e.	4 weatherproof vents to provide air ventilation of the inside – minimum of 4		
3.2. g.	Equipped with Forklift pockets on all side		
3.2. h.	Secure lockbox		
3.2. i.	1 aluminum Dangerous Goods(DG) placards pockets on each side		
3.2. j.	Payload capacity of 60,000lbs or more		

#### **ANNEX D - 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)