



**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> Door Hardware	
<b>Solicitation No. - N° de l'invitation</b> EP916-200335/A	<b>Date</b> 2019-10-16
<b>Client Reference No. - N° de référence du client</b> 20200335	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HL-675-77875	
<b>File No. - N° de dossier</b> hl675.EP916-200335	<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 2019-11-28</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> Arboleda, Ian	<b>Buyer Id - Id de l'acheteur</b> hl675
<b>Telephone No. - N° de téléphone</b> (343) 543-4040 ( )	<b>FAX No. - N° de FAX</b> (613) 943-7620
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Public Services and Procurement Canada Real Property Services National Capital Area	

**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**  
Fuel & Construction Products Division  
L'Esplanade Laurier,  
140 O'Connor Street,  
East Tower, 4th floor,  
Ottawa  
Ontario  
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 (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>

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION .....</b>	<b>3</b>
1.1 SECURITY REQUIREMENTS .....	3
1.2 REQUIREMENT .....	3
1.3 DEBRIEFINGS .....	3
1.4 TRADE AGREEMENTS .....	3
1.5 EPOST CONNECT SERVICE .....	3
<b>PART 2 - BIDDER INSTRUCTIONS .....</b>	<b>3</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS .....	3
2.2 SUBMISSION OF BIDS.....	4
2.3 ENQUIRIES - BID SOLICITATION .....	4
2.4 APPLICABLE LAWS.....	5
<b>PART 3 - BID PREPARATION INSTRUCTIONS.....</b>	<b>5</b>
3.1 BID PREPARATION INSTRUCTIONS .....	5
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION .....</b>	<b>7</b>
4.1 EVALUATION PROCEDURES.....	7
4.2 BASIS OF SELECTION.....	9
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>9</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	10
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	10
<b>PART 6 – RESULTING CONTRACT CLAUSES .....</b>	<b>12</b>
6.1 SECURITY REQUIREMENTS .....	12
6.2 REQUIREMENT .....	12
6.3 STANDARD CLAUSES AND CONDITIONS.....	12
6.4 TERM OF CONTRACT .....	12
6.5 AUTHORITIES .....	13
6.6 PAYMENT .....	14
6.7 INVOICING INSTRUCTIONS .....	15
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	15
6.9 APPLICABLE LAWS.....	16
6.10 PRIORITY OF DOCUMENTS .....	16
6.11 EXCESS GOODS .....	16
6.12 INSURANCE – NO SPECIFIC REQUIREMENT .....	16
<b>ANNEX "A" - REQUIREMENT .....</b>	<b>17</b>
ATTACHMENT 1 TO ANNEX "A" – PRODUCT REQUIREMENTS LIST .....	19
<b>ANNEX "B" - BASIS OF PAYMENT .....</b>	<b>20</b>
<b>ATTACHMENT 1 TO PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENT .....</b>	<b>21</b>
<b>ATTACHMENT 1 TO PART 4 OF THE BID SOLICITATION - FINANCIAL PRESENTATION SHEET ...</b>	<b>22</b>

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There is no security requirement applicable to the resulting Contract.

### **1.2 Requirement**

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### **1.3 Debriefings**

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

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### **1.5 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.

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

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

## 2.1.1 Equivalent Products

2.1.1.1 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.

2.1.1.2 Products offered as equivalent in form, fit, function and quality will not be considered if:

- 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.

2.1.1.3 In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

## 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 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified

as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

## **2.4 Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

## **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

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 (1 hard copy and 1 soft copy on CD, DVD or USB key)
- Section II: Financial Bid (1 hard copy and 1 soft copy on CD, DVD or USB key)
- Section III: Certifications (1 hard copy and 1 soft copy on CD, DVD or USB key)

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 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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. Please refer to section 4.1.1.1, Mandatory Technical Criteria, for a list of the mandatory technical requirements.

#### **3.1.1 Best Delivery Date - Bid**

While delivery is requested within eight (8) weeks from contract award date, the best delivery that could be offered is \_\_\_\_\_ .

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

Bidders must submit their financial bid in accordance with the Financial Presentation Sheet, Attachment 1 to Part 4. The Bidder must submit pricing in Canadian dollars, DDP Incoterms 2000 excluding Applicable Taxes but including all other costs such as, but not limited to, fees of all sorts, customs duties and excise taxes.

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

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Attachment to Part 3 Electronic Payment Instruments, to identify which ones are accepted.

If Attachment 1 to Part 3 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**

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

**Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

**PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

**4.1 Evaluation Procedures**

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

**4.1.1 Technical Evaluation**

**4.1.1.1 Mandatory Technical Criteria**

Responses to all Mandatory Technical Criteria (MTC) must be submitted with the bid no later than the closing date and time of the Request for Proposal.

Criterion No.	Description	For PSPC Use Only	
		Compliance (Met/Not Met)	Bidder's Substantiation
MTC 1	<p>The Bidder must clearly identify if it is submitting a bid for one or more group(s), specific item(s) within a group(s) or a combination of both. The following groups of items are as follow:</p> <p>There are fourteen (14) groups with a total of ninety-three (93) items.</p> <p>If submitting a bid for a group, the Bidder must propose a product for each item within that group.</p>		
MTC 2	<p>The Bidder must submit their proposed groups and/or items using the Financial Presentation Sheet, Attachment 1 to Part 4.</p> <p>Bidders must indicate "YES" or "NO" on the "Listed Product Example Proposed" column.</p> <p>If stating "YES", the Equivalent Product Proposed Demonstration column is not</p>		

	<p>applicable and should be left blank.</p> <p>If stating "NO", the Bidder must complete the Equivalent Product Proposed Demonstration column. The Bidder must provide the manufacturer, model and demonstrate equivalency in accordance with Part 2 – Bidder Instructions, 2.1.1 Equivalent Products. If additional space is required for demonstration, Bidder may provide additional documentation.</p>		
MTC 3	<p>The Bidder must be able to supply and deliver the requirements described in Annex "A" - Requirement. To confirm, the Bidder must provide a compliance statement.</p>		

#### 4.1.2 Financial Evaluation

##### 4.1.2.1 Mandatory Financial Criteria

Responses to all Mandatory Financial Criteria (MFC) must be submitted with the bid no later than the closing date and time of the Request for Proposal.

Criterion No.	Description	For PSPC Use Only	
		Compliance (Met/Not Met)	Bidder's Substantiation
MFC 1	<p>The Bidder must complete and submit their financial bid using the Financial Presentation Sheet, Attachment 1 to Part 4. The Bidder must submit all-inclusive firm unit pricing in Canadian dollars, DDP Incoterms 2000 excluding Applicable Taxes but including all other costs such as, but not limited to, fees of all sorts, customs duties and excise taxes.</p> <p>Attachment 1 to Part 4 must be submitted in Microsoft Excel format (.xlsx or .xls) on CD, DVD or USB. Any media submitted must be readable by the Contracting Authority.</p> <p>If submitting hard copies, it is requested that table be printed landscape and/or have its font size or overall scale reduced in order to display all columns of the spreadsheet. It may be printed on paper format larger than 8.5 x 11 inch.</p>		

##### 4.1.2.2 Evaluation of Price – Canadian / Foreign Bidders

1. The price of the bid will be evaluated as follows:
  - a. Canadian-based bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
  - b. foreign-based bidders must submit firm prices, Canadian customs duties, excise taxes and Applicable Taxes excluded. Canadian customs duties and excise taxes payable by Canada will be added, for evaluation purposes only, to the prices submitted by foreign-based bidders.
2. Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
3. Although Canada reserves the right to award the Contract either on an FOB plant or FOB destination, Canada requests that bidders provide prices FOB their plant or shipping point and FOB destination. Bids will be assessed on an FOB destination basis.
4. For the purpose of the bid solicitation, bidders with an address in Canada are considered Canadian-based bidders and bidders with an address outside of Canada are considered foreign-based bidders.

#### **4.2 Basis of Selection**

- 4.2.1 A bid must comply with all the requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price for each group or each item, as applicable, will be recommended for award of a contract.
- 4.2.2 There will be two (2) stages of selection: Stage 1 - By Group and Stage 2 - By Item.

Stage 1 - By Group: All responsive bids for an entire group will be evaluated first. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

If there is one or no responsive bid for an entire group, Stage 2 evaluation, below, will be conducted for each item within that group.

Stage 2 - By Item: All responsive bids for each item will be evaluated independently. The responsive bid with the lowest evaluated price will be recommended for award of a contract.
- 4.2.3 If a Bidder is recommended for award of contract in more than one group and/or item, a single contract will be awarded.
- 4.2.4 In an event of a tie, a mutually agreed selection methodology will be determined (e.g. coin toss).

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

#### 5.2.3.1 Product Conformance

The Bidder certifies that all product(s) proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of the requirement(s).

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

\_\_\_\_\_  
Bidder's authorized representative signature

\_\_\_\_\_  
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.

\_\_\_\_\_  
Bidder's authorized representative signature

\_\_\_\_\_  
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.

<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.	

\_\_\_\_\_  
Bidder's 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 Requirements

There is no security requirement applicable to the Contract.

### 6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

### 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.

#### 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 Period of the Contract

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive.

Solicitation No. - N° de l'invitation  
EP916-200335  
Client Ref. No. - N° de réf. du client  
EP916-200335

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HL675.EP916-200335

Buyer ID - Id de l'acheteur  
HL675  
CCC No./N° CCC - FMS No./N° VME

---

## 6.4.2 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_ (TBD at contract award).

## 6.4.3 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Ian Arboleda  
Supply Team Leader  
Fuel and Construction Products Division – HL  
Acquisitions Branch  
Public Services and Procurement Canada  
140 O'Connor Street, L'Esplanade Laurier Building, East Tower  
Ottawa, ON  
K1A 0R5

Telephone: 343-543-4040  
Facsimile: 613-943-7620  
E-mail address: ian.arboleda@tpsgc-pwgsc.gc.ca

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

### 6.5.2 Project Authority (To be added at contract award)

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project 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 Project Authority, however the Project Authority has no authority to authorize changes to the scope of

the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative (To be determined at contract award)

Name and telephone number of the person responsible for:

	General Enquiries	Delivery Follow-up
Name:	_____	_____
Telephone No.:	_____	_____
Facsimile No.:	_____	_____
E-mail address:	_____	_____

## 6.6 Payment

### 6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid all-inclusive firm unit price(s), as specified in Annex "B" for a cost of \$ \_\_\_\_\_. Customs duties and excise taxes are included 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.

### 6.6.2 Limitation of Price

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

### 6.6.3 Method of Payment – Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- all such documents have been verified by Canada;
- the Work delivered has been accepted by Canada.

### 6.6.4 Taxes – Foreign-based Contractor

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to

federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

#### **6.6.5 Electronic Payment of Invoices – Contract (TBD at contract award)**

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)

#### **6.7 Invoicing Instructions**

6.7.1 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 in the invoice is completed.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract;
- b. copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- c. a copy of the monthly progress report.

6.7.2 Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.  
OR
- a. The original and one (1) copy must be forwarded to the following address for certification and payment.  
XXX@pwgsc.gc.ca
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- c. one (1) copy must be forwarded to the consignee.

#### **6.8 Certifications and Additional Information**

##### **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 \_\_\_\_\_(To be determined at contract award).

## 6.10 Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the General conditions: Goods (medium complexity) 2010A (2018-06-21);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment; and
- (e) the Contractor's bid dated \_\_\_\_\_ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: “, as clarified on \_\_\_\_\_” or “, as amended on \_\_\_\_\_” and insert date(s) of clarification(s) or amendment(s)*).

## 6.11 Excess Goods

The quantity of goods to be delivered by the Contractor is specified in the Contract. The Contractor remains liable for any shipment in excess of that quantity whether the excess quantity is shipped voluntarily or as a result of an error by the Contractor. Canada will not make any payment to the Contractor for goods shipped in excess of the specified quantity. Canada will not return the said goods to the Contractor unless the Contractor agrees to pay for all the costs related to the return, including but not limited to administrative, shipping and handling costs. Canada will have the right to deduct such costs from any invoice submitted by the Contractor.

## 6.12 Insurance – No Specific Requirement

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

## **ANNEX "A" - REQUIREMENT**

### **DOOR HARDWARE**

#### **1. Background**

Public Services and Procurement Canada Real Property Services is constructing new security pavilions and renovating a security operations centre at 125 Sussex Drive, Ottawa, Ontario.

#### **2. Requirement**

- 2.1 Real Property Services has a requirement for the supply and delivery of door hardware. The technical specifications, including type and quantity, are specified in the Product Requirements List, attached hereto as Attachment 1 to Annex A.
- 2.2 The Contractor must supply newly manufactured products as specified in the resulting contract clauses.
- 2.3 All products are to be delivered to a Prime Contractor, to be identified at Contract Award, located within the National Capital Area.

#### **3. Terminology**

- TA - refers to the Technical Authority, as named in the resulting contract clauses.  
CA - refers to the Contracting Authority, as named in the resulting contract clauses.

#### **4. Product Specifications**

The product must conform to the technical specifications described below and must meet all the requirements in the Product Requirements List attached hereto as Attachment 1 to Annex A.

#### **5. Manuals**

Upon delivery of the product(s), the Contractor must submit, at no additional cost, all applicable manuals for all the equipment and instrumentation, including but not limited to the following:

- Operation;
- Maintenance;
- Instructions for recommended repair; and
- Maintenance Procedures (if not included in the maintenance manual).

#### **6. Schedule**

- 6.1 All products are to be delivered within eight (8) weeks from contract award date.

6.2 If applicable, delivery will be scheduled in accordance with construction/fit-up completion. The final date and time will be confirmed by the Technical Authority (TA) within a specified date.

## 7. **Business Environment**

### 7.1 Hours of Service

Delivery will be conducted during Normal Business Hours and/or Outside Normal Business hours as defined below.

7.1.1 During Normal Business Hours is defined as from 08:00 to 17:00 hours,

i) Monday through Friday except Federal Government Statutory holidays.

7.1.2 During Outside Normal Business Hours is defined as:

- i) between 17:00 through 08:00 hours, Monday through Friday except Federal Government Statutory holidays;
- ii) all hours on Federal Government Statutory holidays;
- iii) all hours on Saturdays and/or Sundays.

## 8. **Constraints**

8.1 Delivery location may be in a construction site. Contractor must adhere to any safety procedures while on site.

## 9. **Language of Work and Deliverables**

9.1 The Contractor must be able to communicate in either official language, French and English.

9.2 All deliverables, i.e. manuals, procedures, drawings, product demo and training documentation, must be available in both official languages, French and English, unless otherwise stated.

Solicitation No. - N° de l'invitation  
EP916-200335  
Client Ref. No. - N° de réf. du client  
EP916-200335

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HL675.EP916-200335

Buyer ID - Id de l'acheteur  
HL675  
CCC No./N° CCC - FMS No./N° VME

---

## **ATTACHMENT 1 TO ANNEX "A" – PRODUCT REQUIREMENTS LIST**

(Refer to attached spreadsheet)

Solicitation No. - N° de l'invitation  
EP916-200335  
Client Ref. No. - N° de réf. du client  
EP916-200335

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HL675.EP916-200335

Buyer ID - Id de l'acheteur  
HL675  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX "B" - BASIS OF PAYMENT**

**(To be inserted at Contract Award)**

Solicitation No. - N° de l'invitation  
EP916-200335  
Client Ref. No. - N° de réf. du client  
EP916-200335

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HL675.EP916-200335

Buyer ID - Id de l'acheteur  
HL675  
CCC No./N° CCC - FMS No./N° VME

---

## **ATTACHMENT 1 TO PART 3 OF THE BID SOLICITATION - ELECTRONIC PAYMENT INSTRUMENT**

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)

Solicitation No. - N° de l'invitation  
EP916-200335  
Client Ref. No. - N° de réf. du client  
EP916-200335

Amd. No. - N° de la modif.  
File No. - N° du dossier  
HL675.EP916-200335

Buyer ID - Id de l'acheteur  
HL675  
CCC No./N° CCC - FMS No./N° VME

---

**ATTACHMENT 1 TO PART 4 OF THE BID SOLICITATION - FINANCIAL PRESENTATION SHEET**

(Refer to attached spreadsheet)