



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet ENCLOSED TRAILERS	
Solicitation No. - N° de l'invitation F7047-200054/A	Date 2020-07-24
Client Reference No. - N° de référence du client F7047-200054	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-940-78946	
File No. - N° de dossier hp940.F7047-200054	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-09-02	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Murray, David	Buyer Id - Id de l'acheteur hp940
Telephone No. - N° de téléphone (613) 296-9230 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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
140 O'Connor, Tower East
4th Floor
140 O'Connor, Tour Est
4ème étage
Ottawa
Ontario
K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Requirement
- 1.2 Debriefings
- 1.3 epost Connect service

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws
- 2.5 Improvement of Requirement During Solicitation Period
- 2.6 Bid Challenge and Recourse Mechanisms

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 Requirement
- 6.2 Standard Clauses and Conditions
- 6.3 Term of Contract
- 6.4 Authorities
- 6.5 Payment
- 6.6 Invoicing Instructions
- 6.7 Certifications
- 6.8 Applicable Laws
- 6.9 Priority of Documents
- 6.10 SACC Manual Clauses
- 6.11 Inspection and Acceptance
- 6.12 Preparation for Delivery

Solicitation No. - N° de l'invitation
F7047-200054/A

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File No. - N° du dossier
hp940.F7047-200054

CCC No./N° CCC - FMS No/ N° VME

- 6.13 Shipping Instructions - Firm Quantity
- 6.14. Shipping Instructions - Optional Quantity
- 6.15 Post-Contract Award Meeting/Pre-Production Meeting
- 6.16 Packaging
- 6.17 Warranty
- 6.18 Material
- 6.19 Interchangeability
- 6.20 Dispute Resolution

Attachments

Annex "A" - Pricing

Annex "B" - Specifications - Enclosed Trailers

Annex "C" to Part 3 of the Bid Solicitation - Electronic Payment Instruments

PART 1 - GENERAL INFORMATION

1.1 Requirement

1.1.1 Canadian Coast Guard requires the Enclosed Trailers and related items as detailed herein, in accordance with Annex "A" – Pricing and Annex "B" – Specifications – Enclosed Trailers attached hereto.

1.1.2 Irrevocable options identified in Annex "A"- Pricing.

1.1.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

1.1.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A"- Pricing.

1.1.2.3 The options may be exercised within twelve (12) months after contract award.

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 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.

Given that many people are currently working from home and in an effort to reduce the spread of the coronavirus disease (COVID-19) within communities, bidders are highly encouraged to transmit their bid electronically using the epost Connect service. Information on the epost Connect service can be found in Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation..

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 (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 standard instructions is amended as follows:

Subsection 5.4 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.

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, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.

The Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessomissions-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 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.

2.6 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
- Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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 (2 hard copies)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (2 hard copies)
- Section IV: Additional Information (2 hard copies)

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.

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.

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:
 - 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 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

The Bidders must submit their prices in Annex "A"- Pricing and in accordance with the Basis of Payment identified in PART 6 - RESULTING CONTRACT CLAUSES.

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex "C" 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 [PWGSC-TPSGC 450](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html)  (http://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 [PWGSC-TPSGC 450](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html)  (http://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.

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

Firm quantity

While delivery of the trailers is requested by 31 March 2021, the best delivery that can be offered is as follows:

Item 001 – Two (2) Enclosed Trailer and related items will be delivered within ____ calendar days from the effective date of the contract.

Item 002 – Two (2) Enclosed Trailers and related items will be delivered within ____ calendar days from the effective date of the contract.

Item 003 – One (1) Enclosed Trailer and related items will be delivered within ____ calendar days from the effective date of the contract.

Optional Quantity

If an option is exercised, the best delivery that can be offered is as follows:

Item 004 - Up to Five (5) Enclosed Trailers and related items will be delivered within ____ calendar days after an option is exercised.

3.1.5 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its components 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:

- 1) Annex "B" – Specifications - Enclosed Trailer

4.1.1.2 Bidders must demonstrate their compliance with all technical evaluation criteria detailed in Annex "B" – Specifications - Enclosed Trailer, 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.

4.1.1.3 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 aggregate price, based on the information submitted in Annex "A" - Pricing.

4.1.2.2 Aggregate Price Calculation.

Bids will be evaluated on an aggregate price basis for the items and quantities.

4.2 Basis of Selection

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

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 website \(https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#\)](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.

Bidders' 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.

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	

Solicitation No. - N° de l'invitation
F7047-200054/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
HP940

Client Ref. No. - N° de réf. du client
F7047-200054

File No. - N° du dossier
hp940.F7047-200054

CCC No./N° CCC - FMS No/ N° VME

All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidders' Authorized Representative Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

6.1 Requirement

- 6.1.1** The Contractor must deliver the enclosed trailers and related items in accordance with Annex "A" – Pricing and Annex "B" – Specifications – Enclosed Trailer.
- 6.1.2** The Contractor grants to Canada irrevocable options identified in Annex "A" – Pricing.
- 6.1.2.1** The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- 6.1.2.2** The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A" - Pricing.
- 6.1.2.3** The options may be exercised within twelve (12) months after contract award.

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 (2020-05-28) General Conditions - Goods (Medium Complexity), apply to and form part of the contract

6.3. Term of Contract

6.3.1 Delivery of Trailer(s)/Equipment

6.3.1.1 Firm Quantity

Delivery of the trailers must be made as follows:

Item 001 - Two (2) Enclosed Trailers and related items must be delivered on or before _____ . *(Date to be inserted by PWGSC at time of contract award.)*

Item 002 - Two (2) Enclosed Trailers and related items must be delivered on or before _____ . *(Date to be inserted by PWGSC at time of contract award.)*

Solicitation No. - N° de l'invitation
F7047-200054/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
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Client Ref. No. - N° de réf. du client
F7047-200054

File No. - N° du dossier
hp940.F7047-200054

CCC No./N° CCC - FMS No/ N° VME

Item 003 - One (1) Enclosed Trailer and related items must be delivered on or before _____ . *(Date to be inserted by PWGSC at time of contract award.)*

6.3.1.2 Option Quantity

Item 004 – Five (5) Enclosed Trailer and related items to be delivered within _____ calendar days after an option is exercised. *(To be inserted by PWGSC at time of contract award.)*

6.4. Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: David Murray
Title: Supply Officer
Organization: Public Works and Government Services Canada - Acquisitions Branch
Industrial Products and Vehicles Procurement Directorate (IPVPD),
Vehicles and Industrial Products Division - HP,
140 O'Connor Street, Ottawa, ON, K1A 0S5
Telephone: 613 296-9320
E-mail: david.murray@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: _____

Telephone: ____ - ____ - ____
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: _____

Telephone: ____ - ____ - ____

E-mail: _____

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

6.4.4 Contractor's Representative

Name and telephone number of the person responsible for:

General enquiries:

Name: _____ *(To be completed by the bidder.)*

Title: _____

Telephone: ____ - ____ - ____

E-mail: _____

Delivery follow-up:

Name: _____ *(To be completed by the bidder.)*

Title: _____

Telephone: ____ - ____ - ____

E-mail: _____

6.4.5 After Sales Service

Canada requests that the Bidder provide the names, addresses and telephone numbers of their dealers and/or agents authorized to provide after sales service, maintenance and warranty repairs, and a full range of spare parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery location and the authorized dealer and/or agent and the delivery location, which should not be more than 500 kilometres.

Item 001

Name: _____

Address: _____

Telephone Number: _____

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

Item 002

Name: _____

Address: _____

Telephone Number: _____

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

Item 003

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 its obligations under the Contract, the Contractor will be paid the firm unit price(s) specified in Annex "A" - Pricing, and as follows:

Basis of Payment (BOP) Type 1:

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.

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

Basis of Payment (BOP) Type 2:

Firm unit prices in Canadian dollars, FCA Free Carrier, Incoterms 2000 at Contractor's Canadian facility or Contractor's Canadian distribution point, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

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

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.

6.5.2 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)

6.5.2SACC Manual Clauses

H1001C	Multiple Payments	2008-05-12
C3015C	Exchange rate fluctuation adjustment	2017-08-17

6.6. Invoicing Instructions

6.6.1 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. 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 (1) copy must be forwarded to the following address for certification and payment.

200 Kent St, (Mail stn 7W100), Ottawa, Ontario K1A 0E6

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

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) 2010A (2020-05-28) General Conditions - Goods (Medium Complexity);
(c) Annex "A" - Pricing;
(d) Annex "B" - Specifications - Enclosed Trailers;
(e) the Contractor's bid dated _____.

6.10 SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
A9068C	Government Site Regulations	2010-01-11
B1505C	Shipment of Dangerous Goods/Hazardous Products	2016-01-28
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 vehicle/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 Canadian Coast Guard personnel at the final delivery location.

Any attempt by the carrier to deliver vehicles will be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and to accept the delivery. 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 – Firm Quantity

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (as detailed at Annex "A"- Pricing). 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)*.

Item 002 - the contact person for delivery is: _____ *(to be inserted by PWGSC at time of contract award)*.

Item 003 - the contact person for delivery is: _____ *(to be inserted by PWGSC at time of contract award)*.

6.14 Shipping Instructions - Optional Quantity

- 6.14.1** Delivery will be FCA Free Carrier at the Contractor's Canadian facility or Contractor's Canadian distribution point, Incoterms 2000. The Contractor must load the goods onto the carrier designated by Canadian Coast Guard. Onward shipment from the delivery point to the consignee will be Canada's responsibility.
- 6.14.2** Before shipping the goods, the Contractor must make arrangements with the Procurement Authority for each place of destination. The consignee may refuse shipments when prior arrangements have not been made.
- 6.14.3** The Contractor must not ship the goods before receiving shipping instructions from the Procurement Authority.
- 6.14.4** If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the contractor must reimburse Canada any additional expenses and costs incurred.
- 6.14.5** If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

6.15 Post-Contract Award Meeting/Pre-Production Meeting

Within ten (10) working days of the receipt of the contract, the Contractor must contact the Technical Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant _____ (*Bidder to specify location*). Cost of holding such pre-production meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by Canada. The Crown reserves the right to carry out the Post-Contract Award Meeting/Pre-Production Meeting via teleconference.

6.16.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.

6.17.Warranty

The manufacturer's standard warranty of (*to be inserted by the bidder*) (_____ months or _____ km) as administered through the designated dealer or authorized agent apply.

6.18 Material

Material supplied must be new, unused and of current production by manufacturer (2020 model-year or newer).

6.19. Interchangeability

Unless changes during the production run are authorized by the Contracting Authority, all vehicles 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.

6.20 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A" - PRICING

Item 001 Enclosed Trailer (Firm Quantity)

The Contractor must deliver the Enclosed Trailer and related items in accordance with Annex "B" - Specifications - Enclosed Trailers to:

CCG St. Johns
280 Southside Road
Newfoundland and Labrador
A1C 5X1

Delivery contact: _____ (to be inserted by PWGSC at time of contract award)

Date of delivery: _____ (to be inserted by PWGSC at time of contract award)

Firm unit price of \$ _____ per trailer, including all equipment and related items, in accordance with Basis of Payment Type 1 as detailed at Clause 6.5.1 Basis of Payment.

Quantity: Two (2)

Item 002 Enclosed Trailer (Firm Quantity)

The Contractor must deliver the Enclosed Trailer and related items in accordance with Annex "B" - Specifications - Enclosed Trailers to:

Unit #2 - 185 John Yeo dr.
Charlottetown, Prince Edward Island
C1A 7M8

Delivery contact: _____ (to be inserted by PWGSC at time of contract award)

Date of delivery: _____ (to be inserted by PWGSC at time of contract award)

Firm unit price of \$ _____ per trailer, including all equipment and related items, in accordance with Basis of Payment Type 1 as detailed at Clause 6.5.1 Basis of Payment.

Quantity: Two (2)

Item 003 Enclosed Trailer (Firm Quantity)

The Contractor must deliver the Enclosed Trailer and related items in accordance with Annex "B" - Specifications - Enclosed Trailers to:

CCG College, 1190 Westmount Rd,
Sydney, Nova Scotia
B1R 2J6

Delivery contact: _____ (to be inserted by PWGSC at time of contract award)

Date of delivery: _____ (to be inserted by PWGSC at time of contract award)

Firm unit price of \$ _____ per trailer, including all equipment and related items, in accordance with Basis of Payment Type 1 as detailed at Clause 6.5.1 Basis of Payment.

Quantity: One (1)

Item 004 Enclosed Trailer (Optional Quantity)

If this option is exercised, the Contractor must deliver the Enclosed Trailer and related items in accordance with Annex B – Specifications – Enclosed Trailers.

Quantity: Up to Five (5)

Firm unit price of \$ _____ per trailer, including all equipment and related items, in accordance with Basis of Payment Type 2 as detailed at Clause 6.5.1 Basis of Payment.

Annex "B" - Specifications - Enclosed Trailers

COMPLIANT

Item	Mandatory Specifications	Oui	Non	Reference
1.0	Enclosed trailer to carry two side-by-side UTV on tracks			
2.0				
2.1	Enclosed aluminum trailer			
2.2	Colour: white			
2.3	8' wide x 18' long, nominal			
2.4	88" height interior, nominal			
2.5	V-Nose Front: 5' or equivalent ratio to design of trailer in extension of the length of trailer (18ft)			
2.6	Ramp door: 7' wide by 7' high, minimum			
2.7	Side access man door			
2.8	2 x 5200 lbs axles			
2.9	Trailer spare tire w/mount assembly : to mount either internally or externally			
3.0	Marine grade wood floor or equivalent			
3.1	Cargo track with moveable tiedown hard points or hard cargo mounts (Quantity 6).			
3.2	LED Lights for internal and external			
4	Schema, drawing and/or pamphlets			

"Nominal": Measurements within 3 inches (plus or minus) will be acceptable.

Solicitation No. - N° de l'invitation
F7047-200054/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
HP940

Client Ref. No. - N° de réf. du client
F7047-200054

File No. - N° du dossier
hp940.F7047-200054

CCC No./N° CCC - FMS No/ N° VME

ANNEX "C" 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)