



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux  
Canada

Voir dans le document/

See herein

NA

Québec

NA

## 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

Travaux publics et Services gouvernementaux Canada  
Place Bonaventure, portail Sud-Oue  
800, rue de La Gauchetière Ouest  
7e étage, suite 7300  
Montréal  
Québec  
H5A 1L6

<b>Title - Sujet</b> Lighting fixtures	
<b>Solicitation No. - N° de l'invitation</b> 21C31-212974/A	<b>Date</b> 2021-05-18
<b>Client Reference No. - N° de référence du client</b> 21C31-212974	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MTA-130-16166	
<b>File No. - N° de dossier</b> MTA-1-44013 (130)	<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> Eastern Daylight Saving Time EDT <b>on - le 2021-06-14</b> Heure Avancée de l'Est HAE	
<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> Caty, Mélanie	<b>Buyer Id - Id de l'acheteur</b> mta130
<b>Telephone No. - N° de téléphone</b> (438) 340-1557 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Établissement La Macaza 321, chemin de l'Aéroport La Macaza Québec J0T 1R0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

## 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 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
2.5 BID CHALLENGE AND RECOURSE MECHANISMS.....	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>6</b>
4.1 EVALUATION PROCEDURES.....	6
4.2 BASIS OF SELECTION.....	7
<b>PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....</b>	<b>7</b>
5.1 CERTIFICATIONS REQUIRED WITH THE BID .....	7
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION .....	8
<b>PART 6 - RESULTING CONTRACT CLAUSES .....</b>	<b>8</b>
6.1 SECURITY REQUIREMENTS .....	8
6.2 REQUIREMENT .....	8
6.3 STANDARD CLAUSES AND CONDITIONS .....	8
6.4 TERM OF CONTRACT .....	9
6.5 AUTHORITIES .....	9
6.6 PAYMENT .....	10
6.7 INVOICING INSTRUCTIONS .....	10
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION.....	11
6.9 APPLICABLE LAWS.....	11
6.10 PRIORITY OF DOCUMENTS .....	11
6.11 SACC <i>MANUAL</i> CLAUSES .....	11
6.12 DISPUTE RESOLUTION.....	11
<b>ANNEX "A" .....</b>	<b>13</b>
REQUIREMENT .....	13
<b>ANNEX "B" .....</b>	<b>15</b>
BASIS OF PAYMENT .....	15
<b>ANNEX "C" .....</b>	<b>17</b>
MANDATORY TECHNICAL CRITERIA .....	17
<b>ANNEX "D" TO PART 3 OF THE BID SOLICITATION .....</b>	<b>19</b>
ELECTRONIC PAYMENT INSTRUMENTS.....	19

Solicitation No. - N° de l'invitation  
21C31-212974/A  
Client Ref. No. - N° de réf. du client  
21C31-21-2974

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTA-1-44013

Buyer ID - Id de l'acheteur  
MTA130  
CCC No./N° CCC - FMS No./N° VME

---

<b>ANNEX “E” .....</b>	<b>20</b>
<b>COMPLETE LIST OF COMPAGNY BOARD OF DIRECTORS.....</b>	<b>20</b>

---

## PART 1 - GENERAL INFORMATION

### 1.1 Security Requirements

There is no security requirement applicable to the 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 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](#) 2020-05-28 Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/25>

#### 2.1.1 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 demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

### 2.1.2 Best Delivery Date - Bid (To be completed by the bidder)

While delivery is requested as soon as possible , the best delivery that could be offered is \_\_\_\_\_ .

## 2.2 Submission of Bids

Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit specified below by the date and time indicated on page 1 of the bid solicitation:

### PWGSC Québec Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

[TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.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.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

For more information on the use of Postel, please see the following link.

<https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect>

## 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 Quebec.

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 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

The Bidder must submit its bid electronically 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

Bids transmitted by facsimile or hardcopy will not be accepted.

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

#### 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.

Bidders must complete and provide Annex C - Mandatory Technical Criteria (For equivalent products only).

## **Section II: Financial Bid**

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

### **3.1.1 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.

### **3.1.2 Exchange Rate Fluctuation**

[C3011T 2013-11-06, Exchange Rate Fluctuation](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3011T/5)  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C3011T/5>

### **3.1.3 SACC Manual Clauses**

## **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 (for equivalent products only) 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 Criteria**

For equivalent products only :

The technical evaluation will be based on the mandatory technical criteria detailed in Annex C. Bidders must demonstrate that the equivalent products offered are compliant with each of these mandatory technical criteria with documents and/or technical drawings, which must be submitted with their proposal **(No internet link will be accepted)**.

Bidders should complete the grid in Annex C in order to indicate where the technical criteria are demonstrated within their submitted documents and/or technical drawings and include it with their proposal. Failure to do so will render the bid non-responsive.

---

#### 4.1.2 Financial Evaluation

1. The bidder must submit prices for each item. Failure to do so will render the bid non-responsive.
2. The bidder using the equivalent products must enter the equivalent product number (column B) for each item.
3. a) Addition of the total fixed prices for each item: Quantity (column C) x fixed unit price (column D).  
  
b) The sum of the totals for each item (column E) added to provide the total assessment amount: addition of lines 1 to 11.

SACC *Manual* Clause [A0222T](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A0222T/4) 2014-06-26, Evaluation of Price-Canadian/Foreign Bidders  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A0222T/4>

#### 4.2 Basis of Selection

##### 4.2.1 Basis of Selection - Mandatory Technical Criteria

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria (for equivalent products only) to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract. Only one contract will be awarded.

### 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 (See Annex “E”)

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.

## 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

6.1.1 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](#) 2020-05-28, General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/19>

Solicitation No. - N° de l'invitation  
21C31-212974/A  
Client Ref. No. - N° de réf. du client  
21C31-21-2974

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTA-1-44013

Buyer ID - Id de l'acheteur  
MTA130  
CCC No./N° CCC - FMS No./N° VME

---

## 6.4 Term of Contract

### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to \_\_\_\_\_ inclusive. (The end date will be three (3) months from the date of delivery and will be indicated upon contract award).

### 6.4.2 Delivery Date

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

### 6.4.3 Delivery Points

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

## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mélanie Caty  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Quebec Region

Telephone: 438-340-1557  
E-mail address: [melanie.caty@tpsgc-pwgsc.gc.ca](mailto:melanie.caty@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

The Project Authority for the Contract is: (Will be indicated at the contract award)

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 completed by the bidder)

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

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

---

## 6.6 Payment

### 6.6.1 Basis of Payment - Firm Unit Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit prices, as specified in Annex " B " for a cost of \$ \_\_\_\_\_ (will be indicated at contract award). Customs duties 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 Multiple Payments

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

- a. 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;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

### 6.6.3 SACC Manual Clauses

SACC Manual Clause C2000C 2007-11-30 Taxes - Foreign-based Contractor  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1>

### 6.6.4 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);

## 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 in the invoice is completed.

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

---

## 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 \_\_\_\_\_. (insert a name of a province or territory in Canada)

### 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 [2010A](#) 2020-05-28, General Conditions - Goods (Medium Complexity);
- (c) Annex "A", Requirement;
- (d) Annex "B", Basis of payment;
- (e) the Contractor's bid dated \_\_\_\_\_

### 6.11 SACC Manual Clauses

SACC Manual Clause [A2000C](#) 2006-06-16, Foreign Nationals (Canadian Contractor)  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2000C/1>

SACC Manual Clause [A2001C](#) 2006-06-16, Foreign Nationals (Foreign Contractor)  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A2001C/1>

SACC Manual Clause [B1501C](#) 2018-06-21, Electrical equipment  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/B/B1501C/2>

SACC Manual Clause [G1005C](#) 2016-01-28, Insurance - No Specific Requirement  
<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/G/G1005C/3>

### 6.12 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.

Solicitation No. - N° de l'invitation  
21C31-212974/A  
Client Ref. No. - N° de réf. du client  
21C31-21-2974

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTA-1-44013

Buyer ID - Id de l'acheteur  
MTA130  
CCC No./N° CCC - FMS No./N° VME

- 
- (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"**  
**REQUIREMENT**  
**Lighting fixtures**

**BACKGROUND:**

As part of a project to fit up building M-2 at La Macaza Institution, CORCAN requires lighting fixtures for installation.

**PURPOSE:**

The supplier is required to deliver lighting fixtures as described below.

Item No.	Description
1	LED lighting for suspended ceiling, 2' x 2', edge-lit flat panel, 4000/3300/2800 switchable lumens, 3500K such as CFP22-40/33/2835 <b>or equivalent</b>
2	LED lighting for suspended ceiling, 2' x 4', edge-lit flat panel, 5500/4100/3400 switchable lumens, 3500K such as CFP24-55/41/3435 <b>or equivalent</b>
3	LED lighting, surface mount or suspended, 2', 3500K, medium lumen, fixed output, 120V-277V such as LCL2-35ML-EU <b>or equivalent</b>
4	LED lighting, surface mount or suspended, 4', 3500K, low watt, fixed output, 120V-277V such as LCL4-35LW-EU <b>or equivalent</b>
5	LED lighting, surface mount or suspended, 8', 3500K, low watt, fixed output, 120V-277V such as LCL8-35LW-EU <b>or equivalent</b>
6	LED lighting, flush mount, switchable lumens, 120V-277V, semi-diffuse clear Alzak, 1500 lumen module, 3000 Kelvin, diffuse lens such as LF4SL 4LFSL15L30KDL <b>or equivalent</b>
7	LED lighting, flush mount, switchable lumens, 120V-277V, semi-diffuse clear Alzak, 1100 lumen module, 3000 Kelvin, diffuse lens such as LF4SL 4LFSL11L30KDL <b>or equivalent</b>
8	LED lighting, knife pendant, low peak angle, 4', soft diffuse, 3500K, 500 lumen/ft such as 11L-P-LPA-04-SOF-CX-35K-1050-D040 <b>or equivalent</b>
9	LED lighting, surface mount or suspended, 8'. In accordance with the Canadian Electrical Code (CEC), the fixture must be certified for use in hazardous locations: Class 1, Division 2, Groups A, B, C, and D such as Larsen HALP-96-2L-LED CLASS1 DIV2 <b>or equivalent</b>
10	<b>Outdoor</b> LED lighting, 24 LEDs, 4000K, 750mA, type 2, 120V/277V voltage, dark bronze, daylight sensor such as LNC-24L-4K-075-2-U-DB-SW7RP <b>or equivalent</b>

Solicitation No. - N° de l'invitation  
21C31-212974/A  
Client Ref. No. - N° de réf. du client  
21C31-21-2974

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTA-1-44013

Buyer ID - Id de l'acheteur  
MTA130  
CCC No./N° CCC - FMS No./N° VME

---

## **DELIVERABLES**

### **For products that are not equivalent products:**

After the contract has been awarded, the supplier must submit shop drawings (product data) within five (5) business days. These documents must clearly indicate each type of lighting fixture, materials used, optics (lighting technology), installation details, electrical details, and certification.

## **DELIVERY**

La Macaza Institution  
321 Chemin de L'Aéroport  
La Macaza, Quebec, J0T 1R0

## ANNEX "B"

### BASIS OF PAYMENT

You can bid using the suggested product number (column A) or an equivalent product (column B). If you use equivalent products, enter the equivalent product number in column B for each product.

A price must be entered for each item in the basis of payment. Failure to do so will result in the bid being found non-responsive.

		A	B	C	D	E
Item	Description	Suggested product #	Equivalent product #	Quantity	Fixed unit price*	Total fixed price* ( C x D )
1	LED lighting for suspended ceiling, 2' x 2', edge-lit flat panel, 4000/3300/2800 switchable lumens, 3500K	CFP22-40/33/2835	_____	6	\$ _____	\$ _____
2	LED lighting for suspended ceiling, 2' x 4', edge-lit flat panel, 5500/4100/3400 switchable lumens, 3500K	CFP24-55/41/3435	_____	43	\$ _____	\$ _____
3	LED lighting, surface mount or suspended, 2', 3500K, medium lumen, fixed output, 120V-277V	LCL2-35ML-EU	_____	1	\$ _____	\$ _____
4	LED lighting, surface mount or suspended, 4', 3500K, low watt, fixed output, 120V-277V	LCL4-35LW-EU	_____	9	\$ _____	\$ _____
5	LED lighting, surface mount or suspended, 8', 3500K, low watt, fixed output, 120V-277V	LCL8-35LW-EU	_____	20	\$ _____	\$ _____
6	LED lighting, flush mount, switchable lumens, 120V-277V, semi-diffuse clear Alzak, 1500 lumen module, 3000 Kelvin, diffuse lens	LF4SL 4LFSL15L30KDL	_____	41	\$ _____	\$ _____
7	LED lighting, flush mount, switchable lumens, 120V-277V, semi-diffuse clear Alzak, 1100 lumen module, 3000 Kelvin, diffuse lens	LF4SL 4LFSL11L30KDL	_____	18	\$ _____	\$ _____

Solicitation No. - N° de l'invitation  
21C31-212974/A  
Client Ref. No. - N° de réf. du client  
21C31-21-2974

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTA-1-44013

Buyer ID - Id de l'acheteur  
MTA130  
CCC No./N° CCC - FMS No./N° VME

8	LED lighting, knife pendant, low peak angle, 4', soft diffuse, 3500K, 500 lumen/ft	11L-P-LPA-04-SOF-CX-35K-1050-D040	_____	2	\$ _____	\$ _____
9	LED lighting, surface mount or suspended, 8'. In accordance with the Canadian Electrical Code (CEC), the fixture must be certified for use in hazardous locations: Class 1, Division 2, Groups A, B, C, and D	Larsen HALP-96-2L-LED CLASS1 DIV2	_____	1	\$ _____	\$ _____
10	Outdoor LED lighting, 24 LEDs, 4000K, 750mA, type 2, 120V/277V voltage, dark bronze, daylight sensor	LNC-24L-4K-075-2-U-DB-SW7RP	_____	5	\$ _____	\$ _____
11	Delivery				\$ _____	\$ _____
Total						\$ _____

\*Customs duties are included and any applicable taxes are extra.

If the currency is not CAD, please indicate the currency: \_\_\_\_\_

## ANNEX "C"

### Mandatory Technical Criteria (For equivalent products only)

The bidder using an equivalent product must clearly demonstrate, by submitting a technical data sheet or any other document, the substitute product is fully interchangeable with the item specified and meets all mandatory performance criteria that are specified in the bid solicitation.

Fill the form below and indicate where in your documentation or data sheets the following mandatory specifications are demonstrated:

- provides complete specifications and descriptive literature for each substitute product;
- clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

**Any Bid which fails to meet any of the following Mandatory Technical Criteria will be declared non-responsive since the Bid will be declared ineligible.**

item	Annex A – Requirement Description	Equivalent Products: designates the brand name, model and/or part number of the substitute product	Specify the location in the documentation of technical sheets where the required mandatory specifications are demonstrated.	Do you state that the substitute product is fully interchangeable with the item specified and meets all mandatory performance criteria that are specified in the bid solicitation.
1	LED lighting for suspended ceiling, 2' x 2', edge-lit flat panel, 4000/3300/2800 switchable lumens, 3500K	Brand name : _____ Model and/or part number : _____	_____	Mark the appropriate answer: Yes : _____ No : _____
2	LED lighting for suspended ceiling, 2' x 4', edge-lit flat panel, 5500/4100/3400 switchable lumens, 3500K	Brand name : _____ Model and/or part number : _____	_____	Mark the appropriate answer: Yes : _____ No : _____
3	LED lighting, surface mount or suspended, 2', 3500K, medium lumen, fixed output, 120V-277V	Brand name : _____ Model and/or part number : _____	_____	Mark the appropriate answer: Yes : _____ No : _____
4	LED lighting, surface mount or suspended, 4', 3500K, low watt, fixed output, 120V-277V	Brand name : _____ Model and/or part number : _____	_____	Mark the appropriate answer: Yes : _____ No : _____
5	LED lighting, surface mount or suspended, 8', 3500K, low watt, fixed output, 120V-277V	Brand name : _____ Model and/or part number : _____	_____	Mark the appropriate answer: Yes : _____ No : _____

Solicitation No. - N° de l'invitation  
21C31-212974/A  
Client Ref. No. - N° de réf. du client  
21C31-21-2974

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTA-1-44013

Buyer ID - Id de l'acheteur  
MTA130  
CCC No./N° CCC - FMS No./N° VME

6	LED lighting, flush mount, switchable lumens, 120V-277V, semi-diffuse clear Alzak, 1500 lumen module, 3000 Kelvin, diffuse lens	Brand name : _____ Model and/or part number : _____	_____	Mark the appropriate answer: Yes : _____ No : _____
7	LED lighting, flush mount, switchable lumens, 120V-277V, semi-diffuse clear Alzak, 1100 lumen module, 3000 Kelvin, diffuse lens	Brand name : _____ Model and/or part number : _____	_____	Mark the appropriate answer: Yes : _____ No : _____
8	LED lighting, knife pendant, low peak angle, 4', soft diffuse, 3500K, 500 lumen/ft	Brand name : _____ Model and/or part number : _____	_____	Mark the appropriate answer: Yes : _____ No : _____
9	LED lighting, surface mount or suspended, 8'. In accordance with the Canadian Electrical Code (CEC), the fixture must be certified for use in hazardous locations: Class 1, Division 2, Groups A, B, C, and D	Brand name : _____ Model and/or part number : _____	_____	Mark the appropriate answer: Yes : _____ No : _____
10	Outdoor LED lighting, 24 LEDs, 4000K, 750mA, type 2, 120V/277V voltage, dark bronze, daylight sensor	Brand name : _____ Model and/or part number : _____	_____	Mark the appropriate answer: Yes : _____ No : _____

Solicitation No. - N° de l'invitation  
21C31-212974/A  
Client Ref. No. - N° de réf. du client  
21C31-21-2974

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTA-1-44013

Buyer ID - Id de l'acheteur  
MTA130  
CCC No./N° CCC - FMS No./N° VME

---

## **ANNEX "D" 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);

Solicitation No. - N° de l'invitation  
21C31-212974/A  
Client Ref. No. - N° de réf. du client  
21C31-21-2974

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MTA-1-44013

Buyer ID - Id de l'acheteur  
MTA130  
CCC No./N° CCC - FMS No./N° VME

---

**ANNEX "E"**

**COMPLETE LIST OF COMPAGNY BOARD OF DIRECTORS**

**NOTE TO BIDDERS**

**WRITE ALL DIRECTOR'S FULL NAMES IN BLOCK LETTERS**

---

---

---

---

---

---

---

---

---

---

**PROCUREMENT - BUSINESS NUMBER (PBN) :** \_\_\_\_\_