



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada  
See herein for bid submission  
instructions/  
Voir la présente pour les  
instructions sur la présentation  
d'une soumission  
NA  
Ontario

**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**

Address enquires to the Contracting Authority at  
cynthia.lamorie@tpsgc-pwgsc.gc.ca

<b>Title - Sujet</b> Warehouse Racking Rayonnage d'entrepôt	
<b>Solicitation No. - N° de l'invitation</b> W0107-22MB03/A	<b>Date</b> 2021-08-05
<b>Client Reference No. - N° de référence du client</b> W0107-22-MB03	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PET-907-1687	
<b>File No. - N° de dossier</b> PET-1-55006 (907)	<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 2021-08-25</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> Lamorie, Cindy	<b>Buyer Id - Id de l'acheteur</b> pet907
<b>Telephone No. - N° de téléphone</b> (613) 401-3643 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> Repair Parts Stores Section (RPSS) 257 Montgomery Rd, Bldg H-112 Garrison Petawawa, ON	

**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**

Public Works and Government Services Canada Supply and  
Services Operation  
Petawawa Procurement  
Building S-111, Rm C-114  
101 Menin Rd. Garrison Petawawa  
Petawawa  
Ontario  
K8H 2X3

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM	Destination	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Warehouse Racking	W0107	W0107	1	Each	\$		XXXXXXXXXXXX	See Herein – Voir ci-inclus	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

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

### **1.2 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.

### **1.3 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.

## **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.

### **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 RFSO:

#### **PWGSC Ontario Region Bid Receiving Unit**

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

[TPSGC.orrceptiondessaoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.orrceptiondessaoumissions-orbidreceiving.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 Instruction [2003](#), or to send offers through an epost Connect message if the Offeror is using its own licensing agreement for epost Connect.

It is the Bids responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the Request for Proposal closing date.

**Transmission of bids by facsimile or hardcopy to PWGSC will not be accepted.**

### 2.3 Former Public Servants

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

#### Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the [Financial Administration Act](#), R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

#### Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

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By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

### Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes** ( ) **No** ( )

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

### 2.4 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.

### 2.5 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.

## 2.6 Mandatory Virtual Site Visit

It is mandatory that the Bidder or a representative of the Bidder visit the work site virtually. Arrangements have been made for the virtual site visit to be conducted through Zoom on 17 August 2021. The site visit will begin at 10:00am.

Bidders must communicate with the Contracting Authority no later than 13 August 2021 at 2:00 pm to confirm attendance and obtain the Zoom link via email. Bidders should confirm in their bid that they have attended the virtual site visit. Bidders who do not attend the mandatory virtual site visit will not be given an alternative appointment and their bid will be declared non-responsive. Any clarifications or changes to the bid solicitation resulting from the virtual site visit will be included as an amendment to the bid solicitation.

## 2.7 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

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

**Transmission of offers by facsimile or hardcopy to PWGSC will not be accepted.**

#### Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability and describe their approach in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To

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avoid duplication. Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed

## **Section II: Financial Bid**

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

### **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

## **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 will evaluate the bids.

#### **4.1.1 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

Details regarding the devices and software, including brochures and spec sheets, must be submitted with the bid as per Attachment 1 to Part 4. Bidders must include the page and reference #'s of their supporting documentation contained in the Bidders Technical submission which demonstrate compliancy with each specific mandatory technical criteria.

#### **4.1.2 Financial Evaluation**

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

Any offer which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration:

- a) Pricing must be provided for all items and all pricing periods.
- b) Bidders must submit their financial bid in accordance with Annex "B" Basis of Payment in Canadian Funds.

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#### **4.1.2.2 Financial Evaluation**

For evaluation purposes only, to calculate the bidder's evaluated price the following formula will apply:

For Pricing Basis "A" the Extended Price for the line item is the Bidders Firm Lot Price multiplied by the Quantity.

The Evaluated price is the sum of all extended prices for all line items.

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid, Canadian customs and excise tax included.

#### **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 to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

**ATTACHMENT 1 TO PART 4 – MANDATORY TECHNICAL EVALUATION CRITERIA**

<b># Mandatory Technical Criteria</b>			
<p>The following mandatory criteria must be demonstrated with supporting documentation in the form of a User Manuals, technical/sales brochures and certifications that must be provided with the Bidder's response at the time of bid submission. Failure to submit supporting documentation that clearly demonstrates the essential mandatory technical criteria listed below, may render the bid non-compliant and will not be given further consideration.</p>			
1.	The Warehouse Racking must:	Reference #	Page #
1.1	Upright support beams have dimensions of 540 x 92 cm +/- 5 %		
1.2	Lateral support beams have dimensions of 2.5 x 272 cm +/- 5 %		
1.3	Each racking bay (span between two upright beams) must be rated to hold a minimum of 10,000 lbs +/- 5%		
1.4	Ceiling anchors for free standing aisles are provided		
1.5	Each shelf must have steel wire racking		
1.6	Upright beams must have floor anchors		
1.7	Shelving must include safety pins for vertical movement prevention		
1.8	Shelving must include corner bollards on each upright beam		

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## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

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

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real 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 Board of Directors Certification**

In accordance with the Ineligibility and Suspension Policy, Section 17, Bidders are required to provide a list of their Board of Directors as part of their bid. Bidders are requested to complete Annex "E" - Additional Certification Information 1. Board of Directors.

#### **5.2.3.2 Procurement Business Number (PBN)**

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) as part of their bid. Bidders are requested to complete Annex "E" - Additional Certification Information 2. Procurement Business Number (PBN). Suppliers may register for a PBN online at Supplier Registration Information (SRI). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.

## **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.

and

[2010C](#) (2020-05-28), General Conditions - Services (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 the date of the Contract to 31 March 2022 inclusive.

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#### 6.4.2 Delivery Date

All the deliverables must be received on or before 31 March 2022 except the stamped engineered drawings which must be received thirty (30) days after contract award.

#### 6.4.3 Delivery Points

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

#### 6.4.4 Shipping Instructions – Freight on Board Destination FOB

FOB Destination to the delivery points as specified in Annex "A" of the Contract including all delivery charges and customs duties and Applicable Taxes.

#### 6.5 Authorities

##### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Cindy Lamorie  
Title: Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
Address: 101 Menin Rd, Garrison Petawawa

Telephone: 613-401-3643  
Facsimile: 613-687-6656  
E-mail address: cynthia.lamorie@pwgsc-tpsgc.gc.ca

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

##### 6.5.2 Technical Authority [*Note to Bidders: Canada will insert information at time of Contract Award*]

The Technical Authority for the Contract is:

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

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

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.

**6.5.3 Contractor's Representative [Note to Bidders: Please fill out required information]**

Name and telephone number of the person responsible for:

General Enquiries

Name: \_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Facsimile No: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Technical Support

Name: \_\_\_\_\_  
Telephone No: \_\_\_\_\_  
Facsimile No: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

Procurement Business Number: \_\_\_\_\_

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a [Public Service Superannuation Act](#) (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with [Contracting Policy Notice: 2012-2](#) of the Treasury Board Secretariat of Canada

**6.7 Payment**

**6.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex "B" , for a cost of \$\_\_\_\_\_ [Note to Bidders: Canada will insert information at time of Contract Award]. Customs duties are included  
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.

**6.7.2 Limitation of Price**

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of Price

**6.7.3 Single Payment**

SACC Manual clause [H1000C](#) (2008-05-12) Single Payment

**6.7.4 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);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 6.8 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.
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.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.9 Certifications and Additional Information

### 6.9.1 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.

## 6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in \_\_\_\_\_ (*Instruction to Bidder – If applicable, Canada will insert the name of the province or territory as specified by the Bidder in its bid.*)

## 6.11 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) and [2010C](#) (2020-05-28), General Conditions - Services (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (*Note to Bidder's: Canada will insert information at time award.*)

## 6.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex "C". The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **6.13 SACC Manual Clauses**

SACC Manual clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations  
SACC Manual clause [B7500C](#) (2006-06-16) Excess Goods

### **6.14 Inspection and Acceptance**

The Project 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.

### **6.15 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"**

### **REQUIREMENT**

#### **WAREHOUSE RACKING – REMOVAL, SUPPLY, AND INSTALLATION**

##### **1. Background**

The Department of National Defence (DND), Garrison Petawawa, has a repair parts warehouse in Building H-112 with pallet racking. These racks have become damaged over time (mainly from forklift strikes and rust) and must be replaced.

##### **2. Objective**

The objective of this Requirement Statement is to define the requirement for the removal of the existing racking and the supply and installation of the new racking.

##### **3. Requirement**

The requirement is the design of a new racking system, the removal and disposal of the existing racking system, and the supply, delivery, installation and maintenance of the new racking system.

All the deliverables must be received on or before 31 March 2022 except the stamped engineered drawings which must be received thirty (30) days after contract award.

##### **4. Abbreviations and Acronyms**

The following abbreviations and acronyms are used in this Statement of Work:

DND	Department of National Defence
RPSS	Repair Parts Stores Section
R&D	Repair and Disposal
GC Surplus	Government of Canada Surplus

##### **5. Deliverables**

The Contractor must provide:

- a. A engineered stamped drawing of the design of the new racking system according to specified requirements and adhering to all relevant regulations;
- b. The removal of the existing racking system; and
- c. The delivery, supply and installation of the new racking system.

##### **6. Design of new racking system**

The design of the new racking system must be designed and stamped by a Professional Engineer registered to practice in Ontario. The design must be in accordance with DND standards, and any applicable federal, provincial, regional and municipal standards. Once submitted, the design will be reviewed by a Professional Engineer within DND.

The new racking aisles will be of the same dimensions as the previous racking. The spacers between double aisles will be approximately 12 inches long.

**7. Removal of existing racking system**

The following list identifies the number of parts that need to be removed from the existing racking (Aisles 58 to 76 inclusively):

# of aisles	# of uprights	# of crossbeams
11	65	602

# of racking safety bars	# of anchor bolts	# of total bays
1,348	260 (4 per vertical column)	54

The dimensions of the racking are (+/- 5%):

# of bays in aisle 58-76	# of bays in aisle 78	Total # of bays
5 (per aisle)	4	54

dimensions current as follows

- a. Upright support beams: 540 x 92 cm
- b. Lateral support beams: 2.5 x 5 x 272 cm

The Contractor must deliver old racking to H-110 R&D Garrison Petawawa for assessment and disposal.

The Contractor must keep any old floor markings around the existing racking aisles.

**8. Supply and installation of the new racking system**

The racking must be supplied and installed in accordance with the agreed design. The new racking must be integrated within the existing building infrastructure.

The new racking must be of the following specifications (+/- 5%):

- a. Upright support beams: 540 x 92 cm;
- b. Lateral support beams: 2.5 x 5 x 272 cm;
- c. Each racking bay (i.e. the span between two upright beams) must be rated to hold a minimum of 10,000 lbs;

The intent of this racking is to store half and full pallets holding vehicle repair parts.

This Requirement Statement does not specify the exact number of components to be purchased. The Contractor must determine how many racking parts are necessary to functionally replace the current racking.

The current racking is laid out in 11 double aisles numbered from 58 to 76. The Contractor must replace it as follows (see photos at Annex A):

- a. Aisles 58-60 must remain a double aisle;
- b. Aisles 62-64 must remain a double aisle;
- c. Aisles 66-68 must become a single aisle;
- d. Aisles 70-72 must remain a double aisle;
- e. Aisles 74-76 must become a single aisle;
- f. The new single aisles must be centered on the space between the former double aisles. This will increase the turnaround space between aisles.

The Contractor must also provide and install the following features:

- a. Steel wire racking on each shelf;
- b. Floor anchors for every upright beam;
- c. Safety pins to prevent vertical movement of the racks;
- d. Ceiling anchors for free-standing single aisles (or an equivalent safety system);
- e. Corner bollards on each upright beam to prevent damage from forklift strikes;

The Contractor must provide full-time site supervision during the installation process.

The Contractor must not label or identify the racks. DND will complete this process after the completion of the contract.

The Contractor must provide a minimum of two (2) weeks' notice to the TA before starting work. This will allow the modification of the building's fire suppression system by the Base Fire Hall prior to construction.

The Contractor must supply and deliver all items that are required to install the required racking, including but not limited to tools, travel, labour, scissor lift(s) and supervision.

Hours of work are from 7:00 AM to 5:00 PM, Monday to Friday, excluding provincial or federal statutory holidays. The Contractor must work within these hours. If the Contractor needs to access the work site outside of these hours, they must contact the TA as soon as reasonably possible.

The Contractor must employ best safety practices and ensure the contractors employees and work area are kept safe at all times including, but not limited to the wearing of CSA approved safety boots, personal fall arrestor gear, gloves, eye protection and head protection.

The Contractor must provide a site-specific Health and Safety Plan which relates to the work in the requirement as well as WSIB certification to the Contracting Authority within ten (10) days of Contract award.

The Contractor must leave work area clean at the end of each day, and upon completion, remove surplus materials, waste, tools and equipment. All waste must be disposed of off-base and according to municipal regulations.

The Contractor must protect installed products and components from damage during installation, and must repair damage to adjacent materials caused by installation and/or removal of the racking.

## **9. Completion of installation**

Upon completion of installation, the contractor must advise the TA of any general safety and operation instructions or basic preventative maintenance procedures.

## **10. Maintenance of the new racking system**

The Contractor must provide a one-year warranty against preventable defects or manufacture errors on the whole assembly/system.

## **11. Access to H-112 for bidders**

Bidders will be provided the opportunity to request additional measurements during the mandatory virtual site visit.

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## **12. Language**

All documents, drawings and information must be provided in English.

**Appendix 1 to Annex A – Photos of current racking**



*Figure 1: example of double aisle that will be converted to a single aisle.*

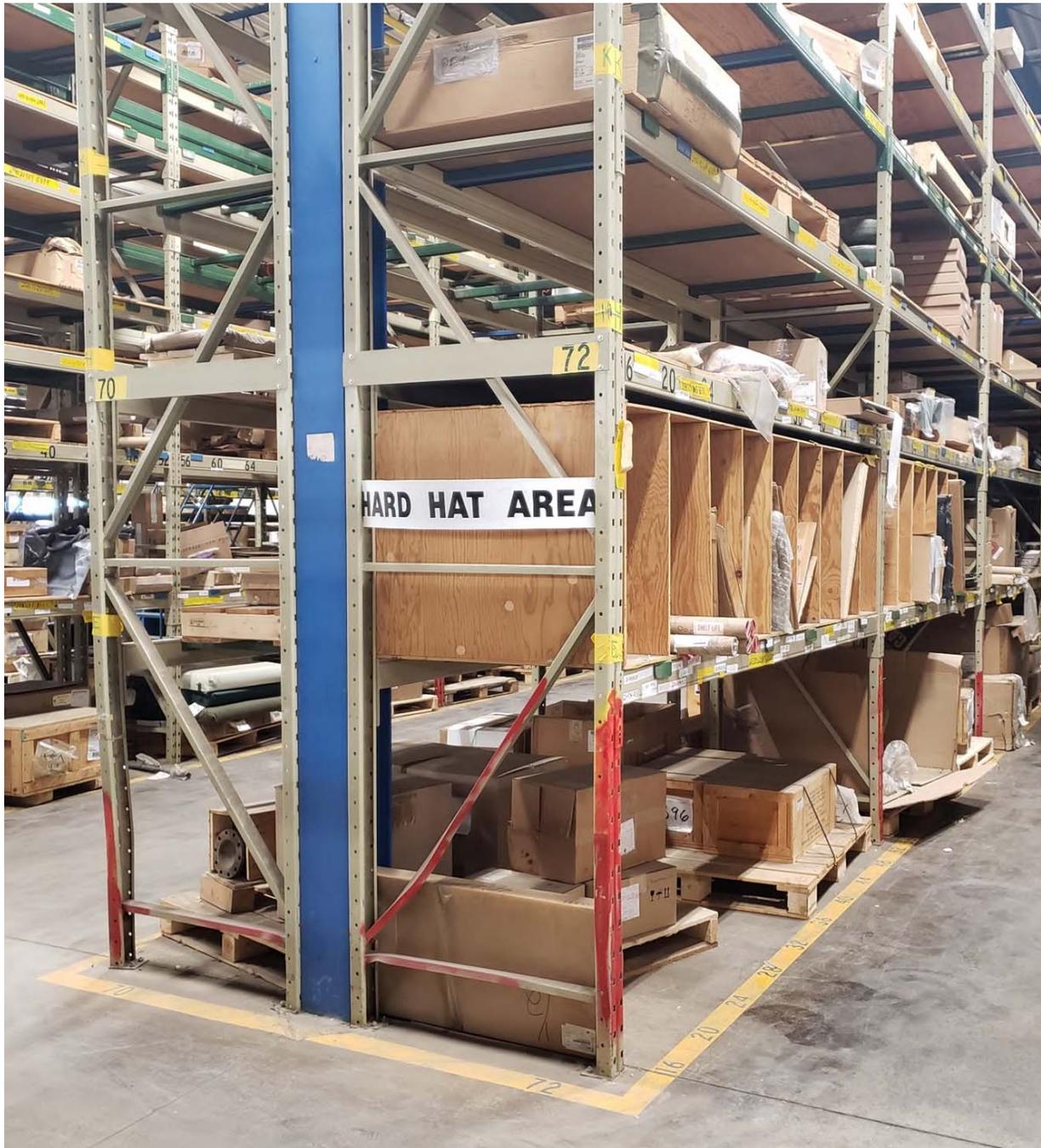


Figure 2: example of double aisle that will remain a double aisle.

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## ANNEX "B"

### BASIS OF PAYMENT

#### Pricing:

All prices are firm, all-inclusive, unit prices in Canadian dollars, FOB Destination, Canadian customs duties and excise taxes included, HST excluded. HST is not included in the pricing but will be added as a separate item to any invoice issued.

#### PRICING BASIS "A"

Item	Requirement	UOI	Quantity	Firm Lot Price
1.	All- inclusive design, supply, delivery and installation of the new warehouse racking system including the removal and transportation to R&D Garrison Petawawa of the existing racking system as described in Annex A Requirement.	Lot	1	\$ /lot

## **ANNEX "C"**

### **INSURANCE REQUIRMENTS**

#### **Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

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- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- m. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

**For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

**Errors and Omissions Liability Insurance**

1. The Contractor must obtain Errors and Omissions Liability (a.k.a. Professional Liability) insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature but for not less than \$1,000,000 per loss and in the annual aggregate, inclusive of defence costs.
2. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
3. The following endorsement must be included:

Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.

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## **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);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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## ANNEX "E"

### ADDITIONAL CERTIFICATION INFORMATION

#### 1. Board of Directors

In accordance with the [Ineligibility and Suspension Policy](#), Section 17, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name/Position - \_\_\_\_\_

#### 2. Procurement Business Number (PBN)

In accordance with Section 2, Procurement Business Number, of the Standard Instructions, Contractors are required to have a Procurement Business Number (PBN) before Contract award.

Procurement Business Number - \_\_\_\_\_

Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the InfoLine at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.