



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

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

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

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

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

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

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

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Fuel & Construction Products Division
L'Esplanade Laurier,
140 O'Connor Street,
East Tower, 4th floor,
Ottawa
Ontario
K1A 0S5

| | |
|---|---|
| Title - Sujet Gas Engine Heat Pump Gas Engine Heat Pump and Associated Equipment | |
| Solicitation No. - N° de l'invitation 23375-220730/A | Date 2021-12-17 |
| Client Reference No. - N° de référence du client 23375-220730 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$HL-671-80768 | |
| File No. - N° de dossier hl671.23375-220730 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2022-01-04 Heure Normale du l'Est HNE | |
| 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: Hiltz, Jackson | Buyer Id - Id de l'acheteur hl671 |
| Telephone No. - N° de téléphone (613) 296-6611 () | FAX No. - N° de FAX () - |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Natural Resources Canada 1 Haanel Drive Ottawa, Ontario K1A 1M1 | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| Delivery Required - Livraison exigée See Herein – Voir ci-inclus | 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 |



| Destination Code - Code destinataire | Destination Address - Adresse de la destination | Invoice Code - Code bur.-comptable | Invoice Address - Adresse de facturation |
|---|--|---------------------------------------|---|
| D - 1 | Natural Resources Canada 1 Haanel Drive Ottawa, Ontario K1A 1M1 | I - 1 | 1) Fax / Par télécopieur: 1-877-947-0987 2) E-mail/ Par courriel: NRCan.invoice_imaging- service_dimagerie_des_factures.RNCan@canada. ca (PDF format only / PDF seulement) |
| D - 2 | Natural Resources Canada 1 Haanel Drive Ottawa, Ontario K1A 1M1 | I - 1 | 1) Fax / Par télécopieur: 1-877-947-0987 2) E-mail/ Par courriel: NRCan.invoice_imaging- service_dimagerie_des_factures.RNCan@canada. ca (PDF format only / PDF seulement) |



| 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 | Gas Engine Heat Pump Yanmar Gas Engine Heat Pump NSCM/CAGE - COF/CAGE: SED06 Part No. - N° de la partie: NNCP096J | D - 2 | I - 1 | 1 | Each | \$ | XXXXXXXXXXXXXX | See Herein – Voir ci-inclus | |
| 2 | 8-Ton VRV Conceal Duct Daikin 8.0-Ton Concealed Ceiling Unit NSCM/CAGE - COF/CAGE: SF314 Part No. - N° de la partie: FXMQ96MVJU | D - 2 | I - 1 | 1 | Each | \$ | XXXXXXXXXXXXXX | See Herein – Voir ci-inclus | |
| 3 | High Function Remote Controller High Function Remote Controller NSCM/CAGE - COF/CAGE: SF314 Part No. - N° de la partie: LC1E62 | D - 1 | I - 1 | 1 | Each | \$ | XXXXXXXXXXXXXX | See Herein – Voir ci-inclus | |



| Item Article | Description | Dest. Code Dest. | Inv. Code Fact. | Qty Qté | U. of I. U. de D. | Unit Price/Prix unitaire FOB/FAM | | Delivery Req. Livraison Req. | Del. Offered Liv. offerte |
|-----------------|--|------------------------|-----------------------|------------|----------------------|-------------------------------------|--------------|---------------------------------|------------------------------|
| | | | | | | Destination | Plant/Usine | | |
| 4 | VRF Outdoor Unit Commissioning A representative to commission the system on site, installation is not required. | D - 1 | I - 1 | 1 | Each | \$ | XXXXXXXXXXXX | See Herein – Voir ci-inclus | |

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to the requirement.

1.2 Requirement - Bid

The requirement is detailed under the "Line Item Detail".

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 Canadian Content

The requirement is subject to a preference for Canadian goods.

1.5 Epost Connect

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, offerors 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 Offeror Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation.

1.6 COVID-19 Vaccination Requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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.

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

Delete: 60 days
Insert: 90 days

2.1.1 SACC Manual Clauses

The following terms and conditions are incorporated herein

| SACC Reference | Section | Date |
|----------------|-----------------------------|------------|
| B1000T | Condition of Material - Bid | 2014-06-26 |

2.1.2 Subject To Prior Sale

Submission of firm delivery is mandatory, therefore if a proposal is marked "Subject to Prior Sale" or if the bid does not conform to the bid validity period expressed herein, the bid will be considered non responsive.

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

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

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

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 ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is

eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 Best Delivery Date - Bid

While delivery is requested by March 31, 2022, the best delivery that could be offered is _____.

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

Due to the nature of the RFP, offers transmitted by mail/courier to PWGSC BRU will not be accepted.

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

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.

3.1.1 SACC Manual Clauses

The following terms and conditions are incorporated herein

| SACC Reference | Section | Date |
|----------------|------------------------|------------|
| B4024T | No Substitute Products | 2017-07-01 |

Section II: Financial Bid

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

3.1.2 Electronic Payment of Invoices – Bid

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

If Annex "A" 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 SACC Manual Clauses

The following terms and conditions are incorporated herein

| SACC Reference | Section | Date |
|----------------|---------------------------|------------|
| C3011T | Exchange Rate Fluctuation | 2013-11-06 |

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.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the Competition Act, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a) The Bidder must bid a firm price in Canadian funds, Applicable Taxes excluded, DDP Delivered Duty Paid to destination(s) Incoterms 2000, Customs Duties included for each item offered; and
- b) The Bidders' financial bid must be in accordance with the Basis of Payment.

4.1.2.2 Evaluation of Price - Bid

The evaluated price will be the sum of the offered price for all items.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a contract.

Only one contract will be issued as a result of this RFP.

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 Certification 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 website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.1.2 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() a minimum of 80 percent of the total bid price consist of Canadian goods as defined in paragraph 1 of clause [A3050T](#).

For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult [Annex 3.6](#), Example 2, of the Supply Manual.

5.1.2.1 SACC Manual clause [A3050T](#) (2020-07-01) Canadian Content Definition

5.1.3 Additional Certifications Required with the Bid

5.1.3.1 COVID-19 Vaccination Requirement Certification

In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification

I, _____ (*first and last name*), as the representative
of _____ (*name of business*) pursuant to solicitation
23240-220521/A, warrant and certify that all personnel that
_____ (*name of business*) will provide on the

resulting Contract who access federal government workplaces where they may come into
contact with public servants will be:

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19
vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical
contraindication, religion or other prohibited grounds of discrimination under the
Canadian Human Rights Act., subject to accommodation and mitigation measures that
have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19
Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have
been notified of the vaccination requirements of the Government of Canada's COVID-19
Vaccination Policy for Supplier Personnel, and that the _____ (*name of
business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue
to be true for the duration of the Contract. I understand that the certifications provided to
Canada are subject to verification at all times. I also understand that Canada will declare a
contractor in default, if a certification is found to be untrue, whether made knowingly or
unknowingly, during the bid or contract period. Canada reserves the right to ask for
additional information to verify the certifications. Failure to comply with any request or
requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory
vaccination policy or requirements for employees in place. Initialing below is not a
substitute for completing the mandatory certification above.

Initials: _____

Information you provide on this Certification Form and in accordance with the Government
of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used,
stored and disclosed in accordance with the Privacy Act. Please note that you have a right
to access and correct any information on your file, and you have a right to file a complaint
with the Office of the Privacy Commissioner regarding the handling of your personal
information. These rights also apply to all individuals who are deemed to be personnel for
the purpose for the Contract and who require access to federal government workplaces
where they may come into contact with public servants.

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>), 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>).

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 Rate or Price Certification

The following terms and conditions are incorporated herein

| SACC Reference | Section | Date |
|----------------|---|------------|
| C0001T | Price Certification - Foreign Suppliers | 2007-05-25 |
| C0002T | Price Certification - Canadian-based Suppliers (other than agency and resale outlets) | 2010-01-11 |
| C0004T | Price Certification - Canadian Agency and Resale Outlets | 2007-05-25 |
| C0008T | Price Support - Non-competitive Bid | 2007-05-25 |

5.2.4 Canada Environmental, Socio-Economic and Accessibility Initiative Certification

The Bidder must select and complete one of the following four certification statements.

- 1) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders' Authorized Representative Signature

Date

OR

- 2) The Bidder certifies that it meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of eight (8) criteria identified in the table below.

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

| Environmental criteria within the Bidders' organization | Insert a checkmark for each criterion that is met |
|---|---|
|---|---|

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23375-220730

Amd. No. - N° de la modif.
File No. - N° du dossier
HL671.23375-220730

Buyer ID - Id de l'acheteur
HL671
CCC No./N° CCC - FMS No./N° VME

| | |
|---|--|
| Promotes a paperless environment through directives, procedures and/or programs | |
| All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client | |
| Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification | |
| Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity. | |
| Recycling programs or policies on, but not limited to, the following: - Greenhouse Gas (GHG) Reduction - GHG inventory - eWaste - Waste audits - Energy efficiency - Green procurement - Fleet requirements (green vehicles, vehicle tracking, low resistance tires, tire recycling, emission reduction, etc.) - LED lighting - Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program - Motion-sensored lighting - Solar/wind programs | |
| A minimum of 50% of office equipment has an energy efficient certification. | |
| Other Environmental or Green Registration or Certification. The Bidder should provide a brief description of the program in place in their bid. | |
| Other environmental initiatives and programs in place The Bidder should provide a brief description of the program in place in their bid. | |

Bidders' Authorized Representative Name & Signature

Date

OR

- 3) The Bidder certifies that it manages and encourages targeted underrepresented suppliers, supplier ownership and groups (i.e., visible minorities, women, youth, and veterans of the Canadian Armed Forces) through the use of Human Resource (HR) policies, training or skills development policies or program, employment, scholarships, etc.

The Bidder should provide a brief description of the program in place in their bid.

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File No. - N° du dossier
HL671.23375-220730

Buyer ID - Id de l'acheteur
HL671
CCC No./N° CCC - FMS No./N° VME

Bidders' Authorized Representative Name & Signature

Date

OR

- 4) The Bidder certifies that it manages and encourages indigenous suppliers, supplier ownership and groups through the use of Human Resource (HR) policies, training or skills development policies or program, employment, scholarships, etc.

The Bidder should provide a brief description of the program in place in their bid.

Bidders' Authorized Representative Name & Signature

Date

Note: The Bidder may be required to further demonstrate its certification statement by submitting, upon request from the contracting authority, the following information:

- i) A detailed description of initiative(s) or program(s)
- ii) Proof of initiative(s) or program(s) (certificate, report, audit, action plan, policy, etc.).

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 "Line Item Detail".

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>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2021-12-02) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract. .

Insert subsection 32 of 2010A, General Conditions - Goods (Medium Complexity, as follows:

2010A 32. Anti-forced labour requirements

1. The Contractor represents and warrants that the Work is not mined, manufactured or produced wholly or in part by forced labour. Regardless of who acts as an importer, the Contractor must not during the performance of the Contract, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited pursuant to ss. 136(1) of the Customs Tariff Act and tariff item No. 9897.00.00 of the Customs Tariff – Schedule (as amended from time to time), because it is mined, manufactured or produced wholly or in part by forced labour.

2. If a tariff classification determination is made under the Customs Act that the importation of the Work, or any part of the Work, is prohibited, the Contractor must immediately inform the Contracting Authority in writing. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the Customs Tariff – Schedule as mined, manufactured or produced wholly or in part by forced labour. If the Contractor is aware that the Work, or any part of the Work, is being or has been investigated regarding whether it is prohibited from entry pursuant to tariff item No. 9897.00.00, the Contractor must immediately inform the Contracting Authority in writing of that investigation.

3. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if it has reasonable grounds to believe the Work was mined, manufactured or produced in whole or in part by forced labour or linked to human trafficking. Reasonable grounds for making such a determination may include:

- a. Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US Trade Facilitation and Trade Enforcement Act (TFTEA) of 2015; or
- b. Credible evidence from a reliable source, including but not limited to non-governmental organizations.

4. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of any of the following offences under the Criminal Code or the Immigration and Refugee Protection Act:

Criminal Code

- i. section 279.01 (Trafficking in persons);
- ii. section 279.011 (Trafficking of a person under the age of eighteen years);
- iii. subsection 279.02(1) (Material benefit - trafficking);
- iv. subsection 279.02(2) (Material benefit - trafficking of person under 18 years);
- v. subsection 279.03(1) (Withholding or destroying documents - trafficking);
- vi. subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years); or Immigration and Refugee Protection Act
- vii. section 118 (Trafficking in persons).

5. Canada may terminate the Contract for default in accordance with section 2010A 23 - Default by the Contractor if the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in paragraphs 4(i) to (vii).

6. For purposes of determining whether a foreign offence is similar to a listed offence, PWGSC will take into account the following factors:

- i. in the case of a conviction, whether the court acted within its jurisdiction;
- ii. whether the supplier was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction;
- iii. whether the court's decision was obtained by fraud; or
- iv. whether the supplier was entitled to present to the court every defence that the supplier would have been entitled to present had the proceeding been tried in Canada.

7. Where Canada intends to terminate the Contract under this section, Canada will inform the Contractor and provide the Contractor an opportunity to make written representations before making a final decision. Written representations must be submitted within 30 days from receiving a notice of concern unless Canada establishes a different deadline.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before _____. (*insert the date*)

6.4.2 Adherence to Delivery Schedule

The contractor will promptly give notice to the Contracting Authority of its inability to meet the contract delivery schedule and will request therein an extension of time stating its proposed revised delivery schedule and offering consideration for such revisions. Until such notice is received and the revised delivery schedule agreed to, the Minister may, pursuant to the General Conditions, on the business day following the due date of delivery of any outstanding materials, terminate the whole or part of the contract for default.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jackson Hiltz

Public Works and Government Services Canada

Acquisitions Branch, Commercial & Alternative Acquisitions Management Sector

Industrial Products and Vehicles Procurement Directorate

Fuel & Construction Products Division (HL)

140 O'Connor Street, 4th Floor, L'Esplanade Laurier, East Tower

Ottawa, ON K1A 0S5

Telephone: 613-296-6611
E-mail address: Jackson.Hiltz@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 Technical Authority

The Technical Authority for the Contract is:
(*inserted at contract award*)

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

Name and telephone number of the person responsible for:

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

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, DDP to destination, as specified in the contract for a cost of \$ _____ CAD (*insert the amount at contract award*). Customs duties 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 Terms of Payment

SACC Manual clause H1001C (2008-05-12) Multiple Payments

6.6.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using 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);

f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with Section 10 of 2010A, General Conditions - Goods (Medium Complexity). 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 the name of the province or territory as specified by the Bidder in its bid, if applicable*)

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 (2021-12-02) Goods (Medium Complexity);
- (c) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: "*, as clarified on _____ *" or "*, as amended on _____ *" and insert date(s) of clarification(s) or amendment(s)*)

6.11 SACC Manual Clauses

The following terms and conditions are incorporated herein

| SACC Reference | Section | Date |
|----------------|-------------------------------------|------------|
| B7500C | Excess Goods | 2006-06-16 |
| D2025C | Wood Packaging Materials | 2017-08-17 |
| D9002C | Incomplete Assemblies | 2007-11-30 |
| G1005C | Insurance – No Specific Requirement | 2016-01-28 |

6.12 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the 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.

6.13 Shipping Instructions

Goods must be consigned to the destination specified in the Contract and delivered DDP Delivered Duty Paid to Natural Resources Canada at 1 Haanel Drive, Ottawa, Ontario K1A 1M1, Incoterms 2000 for shipments from commercial contractor.

The contractor is responsible for all delivery charges, administration, cost and risk of transport and customs clearance, including the payment of customs duties and applicable taxes.

6.14 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**".

6.15 Compliance with on-site measures, standing orders, policies, and rules

The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.16 Suspension of the work

1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 23 entitled "Default by the Contractor" or 24 entitled "Termination for convenience" of general conditions 2010A (2021-12-02).
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

Solicitation No. - N° de l'invitation
23375-220730/A
Client Ref. No. - N° de réf. du client
23375-220730

Amd. No. - N° de la modif.
File No. - N° du dossier
HL671.23375-220730

Buyer ID - Id de l'acheteur
HL671
CCC No./N° CCC - FMS No./N° VME

ANNEX "A" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

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);