



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

Alberta

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

Public Works and Government Services Canada/Travaux
publics et Services gouvernementaux Canada

Harry Hays Building (HHB)

Room 759, 220-4th Avenue SE

Calgary

Alberta

T2G 4X3

Title - Sujet Mobile Laboratory Trailer Mobile Laboratory Trailer	
Solicitation No. - N° de l'invitation K3E03-220328/A	Date 2022-01-26
Client Reference No. - N° de référence du client K3E03-220328	
GETS Reference No. - N° de référence de SEAG PW-\$CAL-143-7247	
File No. - N° de dossier CAL-1-44024 (143)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Mountain Standard Time MST on - le 2022-02-15 Heure Normale des Rocheuses HNR	
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: Kunz, Roxanne	Buyer Id - Id de l'acheteur cal143
Telephone No. - N° de téléphone (403) 463-0037 ()	FAX No. - N° de FAX (418) 566-6167
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Environment and Climate Change Canada 3rd Fl STE 150 123 Main Street Winnipeg, MB R3C 4W2	

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	2
1.1 REQUIREMENT	2
1.2 DEBRIEFINGS	2
1.3 CANADIAN CONTENT	2
1.4 EPOST CONNECT SERVICE	2
PART 2 - BIDDER INSTRUCTIONS	2
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	2
2.2 SUBMISSION OF BIDS	2
2.3 ENQUIRIES - BID SOLICITATION	3
2.4 APPLICABLE LAWS	3
2.5 BID CHALLENGE AND RECOURSE MECHANISMS	4
PART 3 - BID PREPARATION INSTRUCTIONS	4
3.1 BID PREPARATION INSTRUCTIONS	4
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	5
4.1 EVALUATION PROCEDURES	5
4.2 BASIS OF SELECTION	6
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	6
5.1 CERTIFICATIONS REQUIRED WITH THE BID	6
5.2 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	7
PART 6 - RESULTING CONTRACT CLAUSES	7
6.1 SECURITY REQUIREMENTS	7
6.2 REQUIREMENT	7
6.3 STANDARD CLAUSES AND CONDITIONS	8
6.4 TERM OF CONTRACT	9
6.5 AUTHORITIES	10
6.6 PAYMENT	11
6.7 INVOICING INSTRUCTIONS	14
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	15
6.9 APPLICABLE LAWS	15
6.10 PRIORITY OF DOCUMENTS	15
6.11 SACC MANUAL CLAUSES	15
6.12 ELECTRICAL EQUIPMENT	15
6.13 INSPECTION AND ACCEPTANCE	15
6.14 DISPUTE RESOLUTION	16
ANNEX "A"	17
REQUIREMENT	17
ANNEX "B"	25
BASIS OF PAYMENT	25
ANNEX "C" TO PART 3 OF THE BID SOLICITATION	28
ELECTRONIC PAYMENT INSTRUMENTS	28

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 Canadian Content

The requirement is subject to a preference for Canadian goods and services.

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.

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

2.1.1.1. [B3000T](#) (2006-06-16) Equivalent Products

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 Western Region Bid Receiving Unit

Suppliers are strongly encouraged to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

roreceptionSoumissions.wrbidreceiving@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.

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

2.2.1 Optional Virtual site visit

It is recommended that the Bidder or a representative of the Bidder attend a virtual work site visit. Arrangements have been made to host the site visit using the digital platform Microsoft Teams to be held on **February 3, 2022. The site visit will begin at 10:00 AM MST.**

Bidders are requested to communicate with the Contracting Authority no later than **February 1, 2022 at 10:00AM MST** to confirm attendance and provide the name(s) of the person(s) who will attend. Bidders may be requested to sign an attendance sheet. Bidders who do not attend or do not send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 7 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

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 is strongly encouraged to 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

Faxed bids will be accepted at 1-418-566-6167.

Hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

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 should submit, with their bid, the completed Annex A - Mandatory Technical Evaluation Criteria and provide details of the manufacturer's standard warranty period.

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 “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 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.
- (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

4.1.1.1 Mandatory Technical Criteria

- a) Provision and compliance with all of the mandatory specifications, as identified under Annex “A”, Requirement and Compliance Matrix.
- b) Provision of, and compliance with the Basis of Payment, as identified under Annex “B”.

4.1.2 Financial Evaluation

SACC *Manual* Clause [A0222T](#) (2014-06-26) Evaluation of Price-Canadian/Foreign Bidders

The total Bid Price will be determined as follows:

At Annex "B" – BASIS OF PAYMENT

Each milestone will be added together to arrive at the Total Evaluated Bid Price.

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.

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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods and Canadian services.

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

Failure to provide this certification completed with the bid will result in the goods and services offered being treated as non-Canadian goods and non-Canadian services.

The Bidder certifies that: *(To be filled out by bidder).*

() a minimum of 80 percent of the total bid price consist of Canadian goods and Canadian services as defined in paragraph 5 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.

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

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.

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

1. Section 09 – Warranty, is amended as follows:

a. At Sub-section 2:

Delete: In its entirety.

Insert: The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

2. Insert: 2010A 32 (2022-01-26) 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 Period of the Contract

The period of the Contract is from date of Contract to November 30, 2023 inclusive.

6.4.2 Delivery Date

All the deliverables must be received on or before November 30, 2022.

6.4.3 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Roxanne Kunz
Title: Procurement Officer

Address: Public Works and Government Services Canada
Acquisitions Branch
Harry Hays Building Room 759
220 4th Ave SE
Calgary, AB T2G 4X3

Telephone: 403-463-0037
Facsimile: 403-292-5786
E-mail address: Roxanne.kunz@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 Project Authority *(To be provided at contract award)*

The Project Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail address: _____

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

Solicitation No. - N° de l'invitation
K3E03-220328/A
Client Ref. No. - N° de réf. du client
K3E03-220328

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-1-44024

Buyer ID - Id de l'acheteur
CAL143
CCC No./N° CCC - FMS No./N° VME

6.5.3 Contractor's Representative *(To be filled out by bidder).*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

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 firm unit prices as specified in Annex "B" for a cost of **\$ TBD**. 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 Milestone Payments - Not subject to holdback

Canada will make milestone payments in accordance with the Schedule of Milestones detailed in the Contract and the payment provisions of the Contract if:

- a. an accurate and complete claim for payment using [PWGSC-TPSGC 1111](#), Claim for Progress Payment, and any other document required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all the certificates appearing on form [PWGSC-TPSGC 1111](#) have been signed by the respective authorized representatives;
- c. all work associated with the milestone and as applicable any deliverable required has been completed and accepted by Canada.

6.6.3 Schedule of Milestones

The schedule of milestones for which payments will be made in accordance with the Contract is as follows:

Milestone No.	Description	Deliverable	Estimated Delivery Date
001	Design Meeting(s)	The contractor must meet virtually with the Technical Authority a minimum of one time to discuss their preliminary technical drawings and to view ECCC's existing mobile laboratory. The date of the meeting will be determined based on the availability of both parties. (Submit invoice detailing labour costs).	_____TBD_____
002	Finalized Technical Drawings	The contractor must provide the Technical Authority with a final set of detailed technical drawings for approval showing all exterior and interior measurements. Commencement of service body construction must not occur until the Technical Authority has approved the submitted drawings. The Technical Authority will provide approval within five business days. (Submit invoice detailing labour costs).	_____TBD_____
003	Exterior of Service Body Complete	The contractor must meet virtually with the Technical Authority to show the completed service body structure. All aluminum panels must be fastened together, insulation filled, windows and doors installed, and storage compartments built. (Submit digital photographs with time and date stamp	_____TBD_____

Solicitation No. - N° de l'invitation
K3E03-220328/A
Client Ref. No. - N° de réf. du client
K3E03-220328

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-1-44024

Buyer ID - Id de l'acheteur
CAL143
CCC No./N° CCC - FMS No./N° VME

		showing completion of exterior and invoice detailing labour costs).	
004	Interior of Service Body Complete	The contractor must meet virtually with the Technical Authority to show the completed service body. All cabinets, countertops and drawers, electrical components and wiring, and fridge/freezer and gas lines must be installed. (Submit digital photographs with time and date stamp showing completion of exterior and invoice detailing labour costs).	<u> TBD </u>
Milestone No.	Description	Deliverable	FIRM Delivery date
005	Preliminary Inspection And Final Inspection and Acceptance	(a) The contractor must meet virtually with the Technical Authority once the service body is complete, fully functional, and ready to be installed on the ECCC vehicle. The Technical Authority will conduct the Preliminary Inspection and once approved, will assist the Contractor in arranging transportation of the ECCC vehicle to the Contractor's facility. The date of the meeting will be determined based on the availability of both parties. (Submit a signed copy from both parties of the specifications showing the inspection has been completed). (b) The contractor must meet the Technical Authority at the Contractor's facility once the truck bed has	No later than November 30, 2022.

		been removed and the service body has been installed on the vehicle's chassis. The Technical Authority will conduct the Final Inspection and once approved, will accept delivery of the service body. The date of the meeting will be determined based on the availability of both parties.	
--	--	---	--

**each milestone includes a variance of one week.*

6.6.4 SACC Manual Clause

SACC Manual Clause [H4500C](#) (2010-01-11) Lien - Section 427 of the Bank Act

6.6.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): *(To be provided at contract award)*

6.6.6 SACC Manual Clauses

SACC Manual clause [C2000C](#) (2007-11-30) Taxes - Foreign-based Contractor

6.7 Invoicing Instructions

1. The Contractor must submit a claim for payment using form [PWGSC-TPSGC 1111](#), Claim for Progress Payment.
Each claim must show:
 - a. all information required on form [PWGSC-TPSGC 1111](#);
 - b. all applicable information detailed under the section entitled "Invoice Submission" of the general conditions;
 - c. the description and value of the milestone claimed as detailed in the Contract.

Each claim must be supported by:

- a. a copy of time sheets to support the time claimed;
 - b. a copy of the invoices, receipts, vouchers for all direct expenses.
 - c. digital photographs date and time stamped as indicated in 6.6.4 Schedule of Milestones.
2. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous claims for progress payments.
 3. The Contractor must prepare and certify one original and two (2) copies of the claim on form [PWGSC-TPSGC 1111](#), and forward it to the Project Authority identified under the section entitled "Authorities" of the Contract for appropriate certification after inspection and acceptance of the Work takes place.

The Project Authority will then forward the original and two (2) copies of the claim to the Contracting Authority for certification and onward submission to the Payment Office for the remaining certification and payment action.

4. The Contractor must not submit claims until all work identified in the claim is completed.

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.

6.8.2 SACC Manual Clauses

A3060C (2008-05-12) Canadian Content Certification

6.9 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Manitoba.

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) 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

<u>B7500C</u>	2006-06-16	Excess Goods
<u>G1005C</u>	2016-01-28	Insurance - No Specific Requirement

6.12 Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.

6.13 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

Solicitation No. - N° de l'invitation
K3E03-220328/A
Client Ref. No. - N° de réf. du client
K3E03-220328

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-1-44024

Buyer ID - Id de l'acheteur
CAL143
CCC No./N° CCC - FMS No./N° VME

Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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](#)".

ANNEX "A"

REQUIREMENT

Environment and Climate Change Canada (ECCC) has a requirement for the supply, delivery, and installation of one custom truck service body to serve as a mobile laboratory.

Delivery

All the deliverables must be received on or before November 30, 2022.

Environment and Climate Change Canada – Water Quality Monitoring and Surveillance Division
150-123 Main St
Winnipeg, MB
R3C 4W2

On delivery the contractor must supply AC and DC wiring diagrams, CEC (Canadian Electrical Code), ESA (Electrical Safety Authority) certification documentation. The Contractor must provide Transport Canada NSM Certification (National Safety Mark). The Contractor must also provide an instruction manual (printed or electronically) on the mechanical and electrical workings of the entire mobile laboratory unit and all equipment and owner's manuals of installed equipment.

Installation

- The service body must be installed and wired to the chassis of a 2016 Ford F250 4x4 with a wheelbase of 158". This will require the removal of the truck bed by the contractor.
- The service body must be removable and easily installed on another vehicle of the same nature when the existing vehicle is replaced.
- The contractor is responsible for all costs associated with the transport of the ECCC vehicle to their facility for installation.
- The vehicle cannot be away from ECCC in Winnipeg for more than ten business days.
- Any defects/deficiencies that require repair upon inspection must be completed within 2 weeks.

Visits

- After contract award, the contractor must meet with the ECCC Technical Authority virtually to discuss design changes.
- All applicable Federal and Provincial COVID-19 protocols must be adhered to during on-site visits.
- Final inspection of the truck service body by the Technical Authority will occur at the supplier's facility.

Construction

- The length of the vehicle's wheelbase must not be modified in order to accommodate the overall dimensions of the service body being proposed. Any other vehicle modifications must be done in a manner which ensures that the structural integrity, stability, and safety of the vehicle is maintained.
- The service body must include all mandatory lighting as specified by Transport Canada Federal Motor Vehicle Safety Standard 108. All wiring shall be neat with the use of OEM connectors if possible.
- Service body must not exhibit thermal bridging.
- Service body must be resistant to mould, rot, and corrosion. Bidder to provide a description of the materials used and how it was treated to prevent mould, rot and corrosion.

Solicitation No. - N° de l'invitation
K3E03-220328/A
Client Ref. No. - N° de réf. du client
K3E03-220328

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-1-44024

Buyer ID - Id de l'acheteur
CAL143
CCC No./N° CCC - FMS No./N° VME

-
- Propane lines must be installed by a gasfitter with Red Seal certification.
 - Dimensions of the custom cabinetry and slide drawers for storing laboratory equipment will be determined at design meetings after contract award
 - Countertops must be on both sides of interior (left and right), and must be durable, easy to clean and resistant to mould, rot and corrosion.
 - Must be able to store four coolers (26" L x 14" W x 14" D) under left side countertop.
 - Flooring must be made of materials that are durable, easy to clean, resistant to mould, rot, and corrosion, and are not slippery when wet.

Refer to the Compliance Matrix for the complete performance specifications and instructions that must be satisfied in order for a bid to be deemed responsive.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS

Instructions to Bidders

1. A complete list of the mandatory evaluation criteria are detailed in the Compliance Matrix below.
2. Bids which fail to meet all of the mandatory evaluation criteria will be declared non-responsive.
3. Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they meet each mandatory evaluation criteria. Bidder should demonstrate their capability in a thorough, concise and clear manner.
4. 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 or stating, without any substantiating information, that a bidder is compliant will not be sufficient.
5. Substantiating information may include, but is not limited to, specification sheets, technical brochures, photographs or illustrations. If published supporting technical documentation is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance. All substantiating information should be provided with the bid at solicitation closing date. It is the Bidders responsibility to ensure that the submitted supporting technical documentation provides detail to demonstrate that the proposed product(s) meet the requirements of the evaluation criteria.
6. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Bidder that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.
7. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present the topics in the order of the evaluation criteria, and include a grid in their proposal, containing the information which demonstrates how the bidder meets each evaluation criteria. Alternatively, and to avoid any duplication, bidders may also refer to the different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
8. Bidders must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.

****Additional Information Required:**

Preliminary drawings detailing service body exterior and interior dimensions, doors, windows, storage compartments and any additional details proving compliance to the mandatory performance specifications below should be submitted with bid.

COMPLIANCE MATRIX – MINIMUM MANDATORY PERFORMANCE SPECIFICATIONS:

Requirement:	Manufacturer(s) Offered:	Model Number(s) Offered:
Custom truck service body, installed and wired to the chassis of a 2016 Ford F250 4x4 with a wheelbase of 158"		

Item #	Performance Specification	Status (M) Mandatory	Performance Specification Offered: Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders <u>should</u> cross-reference where this performance specification is indicated in their supporting documents
1	Exterior (Note: left side refers to driver's side, right side refers to curb side.)			
1.1	Requires a custom fabricated aluminum truck service body complete with rear entry door, two external storage compartments, and lighting, based on the following overall dimensions:	M		
1.1.1	Overall service body length must be 96" at truck bed, with 48" kickover/overhang over truck cab;	M		
1.1.2	Overall service body width must be between 90" and 92";	M		
1.1.3	Maximum height of vehicle and service body must not exceed 122";	M		
1.1.4	Must have a rear entry door with window and screen o Height: between 78" and 82" o Width: between 28" and 32"	M		
1.1.5	Service body maximum wet weight must not exceed 1800 lb.	M		
1.2	Service body must be constructed out of interlocking aluminum panels, fastened using an internal snap-lock system. Panels must be a minimum of 0.1" thickness.	M		
1.2.1	Aluminum panels must be insulated with a minimum of 2" of spray-foam or equivalent to achieve a minimum R-value of 13.	M		
1.3	Service body must have two external storage compartments on the right side.	M		

1.3.1	One external storage compartment with the following dimensions: - Height: between 20" and 26" - Width: between 66" and 70" - Depth: between 24" and 28"	M		
1.3.2	One external storage compartment that can accommodate two 20lb standard propane tanks. Bidder to supply propane tanks and install gas line to refrigerator.	M		
1.3.2.a	Propane tanks must be steel, manufactured no earlier than January 2020, and include a gauge.	M		
1.4	The rear door must be constructed out of the same materials and insulated in the same manner as the surrounding service body.	M		
1.5	All external compartments must use a D-style door lock with a T-style door holder.	M		
1.6	Must have arear step with non-slip metal tread. Rear step must be fully constructed of metal and must not protrude more than 10" from rear of vehicle. Width: minimum 24", maximum 96"	M		
1.7	Must have four double-paned windows with marine-grade seals.	M		
1.7.1	Rear door must have a sliding window with a screen, 30" H x 18" W.	M		
1.7.2	Left side must have sliding or outward opening windows with a screen, positioned to maximize natural lighting on countertops. 18" H x 36" W.	M		
1.7.3	Right side must have sliding or outward opening windows with a screen, positioned to maximize natural lighting on countertops. 18" H x 36" W.	M		
1.7.4	Must include at the front of service body facing into truck cab: 12" H x 18" W, closed window.	M		
1.8	Requires two LED scene lights mounted on each outer side at the rear of body.	M		
1.9	Requires one directional LED light bar mounted over the door with a control switch installed in truck cab or service body.	M		
1.10	The kickover/overhang storage must be finished in the same manner as floor, ceilings and walls of the rest of the service body.	M		

1.10.1	The kickover/overhang must have a 3-6" raised lip to prevent stored items from falling out.	M		
2	Interior			
2.1	Must include Storage closet appropriate for storing jackets, hip waders and PDF's. Dimensions must be: Width: min 12", max 24" Depth: min 12", max 24" Height: min 48", max 72"	M		
2.2	Must include custom cabinetry and slide drawers for storing laboratory equipment.	M		
2.3	Interior countertops must be made of either stainless steel, phenolic resin, epoxy resin, or chemical resistant laminate.	M		
2.4	Must include a flat-bottomed sink installed in left countertop, located on left side of countertop. No faucet required.	M		
2.4.1	The dimensions of the sink must be a minimum of 12" L x 12" W x 3" D.	M		
2.4.2	The sink must be plumbed for direct drainage outside of service body with manual stopper plug.	M		
3	Electrical			
3.1	Must include LED lighting throughout service body interior. Colour temperature must be between 4000-5000 K.	M		
3.2	Must include a minimum of six 12V outlets, four 120V AC duplex outlets, GFCI outlets where applicable.	M		
3.3	Must include two – 12V LiFePO4 batteries with minimum 200Ah total capacity. Product must be CSA certified or equivalent by a certification organization accredited by the Standards Council of Canada.	M		
3.3.1	12V batteries must be housed in an insulated space in order to remain functional at outdoor temperatures ranging between -40° C and +40° C.	M		
3.3.2	Must include a digital battery monitor for 12V batteries. Victron BMV-712 or equivalent. Product must be manufactured by a company with ISO9001 accreditation. Product must be CSA certified or equivalent by a certification	M		

	organization accredited by the Standards Council of Canada.			
3.4	Must include a Sine wave inverter/charger, with auto transfer switch, minimum 1000W/50A. Xantrex Freedom XC, Victron MultiPlus or equivalent. Product must be manufactured by a company with ISO9001 accreditation. Product must be CSA certified or equivalent by a certification organization accredited by the Standards Council of Canada.	M		
3.5	Must include DC-DC smart charger, minimum 30A. Product must be CSA certified or equivalent by a certification organization accredited by the Standards Council of Canada.	M		
3.6	Must include 12V battery disconnect switch ("kill switch").	M		
3.7	Must include controls for breakers, heater, battery monitor, and DC-DC charger located together in an easily accessible location. All "smart" electrical devices must be inter-compatible and able to communicate with each other via Bluetooth.	M		
3.8	Shore power connection, female or male inlet with 10' male-to-male or female-to-male cable must be included. Must be fully sealed from elements. Smartplug, Marincos EEL or equivalent.	M		
3.9	Must include 3-way fridge/freezer combo unit, between 4.0 – 5.0 cubic feet.	M		
4	HVAC			
4.1	Must include diesel heater appropriate for interior space with 8-12L auxiliary fuel tank. Espar D4 or equivalent. Product must be manufactured by a company with ISO9001 accreditation. Product must be CSA certified or equivalent by a certification organization accredited by the Standards Council of Canada.	M		
4.1.1	Heater to be installed at floor level and have ducting to rear of body.	M		
4.2	Auxiliary fuel tank door must be located on left side for refuelling.	M		

Solicitation No. - N° de l'invitation
K3E03-220328/A
Client Ref. No. - N° de réf. du client
K3E03-220328

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-1-44024

Buyer ID - Id de l'acheteur
CAL143
CCC No./N° CCC - FMS No./N° VME

4.3	Must include two roof vent fans with intake/exhaust switch. Dometic FanTastic or equivalent. Must be 14"x14", include intake/exhaust switch, speed switch, run on 12V power.	M		
5	Safety Goods			
5.1	Must include CO detector and smoke alarm, installed.	M		
5.2	Must include Class ABC fire extinguisher and bracket installed in storage closet.	M		
6	Certifications			
6.1	Bidders must supply proof of a valid National Safety Mark (NSM) issued by Transport Canada or equivalent certification from another regulatory body.	M		
6.2	The bidder must demonstrate a minimum of 5 projects that have been completed within the last 5 years with similar scope of constructing custom truck service bodies made of aluminum or steel.	M		
7	Location			
7.1	Bidder must be within an 800KM distance from Winnipeg, Manitoba. Address: Distance:	M		

ANNEX "B"

BASIS OF PAYMENT

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm unit price, as specified below. Pricing must be all-inclusive in Canadian (CAD) funds. Customs duties are included. Applicable taxes are extra and are to be shown as a separate item on any resulting invoice.

Milestone No.	Description	Deliverable	Firm Price	Estimated Delivery Date
001	Design Meeting(s)	The contractor must meet virtually with the Technical Authority a minimum of one time to discuss their preliminary technical drawings and to view ECCC's existing mobile laboratory. The date of the meeting will be determined based on the availability of both parties.	\$ _____	Bidder to fill in estimated date: _____
002	Finalized Technical Drawings	The contractor must provide the Technical Authority with a final set of detailed technical drawings for approval showing all exterior and interior measurements. Commencement of service body construction must not occur until the Technical Authority has approved the submitted drawings. The Technical Authority will provide approval within five business days.	\$ _____	Bidder to fill in estimated date: _____
003	Exterior of Service Body Complete	The contractor must meet virtually with the Technical Authority to show the completed service body structure. All aluminum panels	\$ _____	Bidder to fill in estimated date: _____

		must be fastened together, insulation filled, windows and doors installed, and storage compartments built.		
004	Interior of Service Body Complete	The contractor must meet virtually with the Technical Authority to show the completed service body. All cabinets, countertops and drawers, electrical components and wiring, and fridge/freezer and gas lines must be installed.	\$ _____	Bidder to fill in estimated date: _____
Milestone No.	Description	Deliverable	Firm Price	Firm Delivery Date
005	Preliminary Inspection and Final Inspection and Acceptance	(a)The contractor must meet virtually with the Technical Authority once the service body is complete, fully functional, and ready to be installed on the ECCC vehicle. The Technical Authority will conduct the Preliminary Inspection and once approved, will assist the Contractor in arranging transportation of the ECCC vehicle to the Contractor's facility. The date of the meeting will be determined based on the availability of both parties. (b)The contractor must meet the Technical Authority at the Contractor's facility once the truck bed has been removed and the service body has been installed on the vehicle's chassis. The Technical Authority	\$ _____ (50% of total firm price)	No later than November 30, 2022.

Solicitation No. - N° de l'invitation
K3E03-220328/A
Client Ref. No. - N° de réf. du client
K3E03-220328

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-1-44024

Buyer ID - Id de l'acheteur
CAL143
CCC No./N° CCC - FMS No./N° VME

		will conduct the Final Inspection and once approved, will accept delivery of the service body. The date of the meeting will be determined based on the availability of both parties.		
--	--	--	--	--

Total Evaluated Bid Price:	\$
-----------------------------------	-----------

**each milestone includes a variance of one week.*

Solicitation No. - N° de l'invitation
K3E03-220328/A
Client Ref. No. - N° de réf. du client
K3E03-220328

Amd. No. - N° de la modif.
File No. - N° du dossier
CAL-1-44024

Buyer ID - Id de l'acheteur
CAL143
CCC No./N° CCC - FMS No./N° VME

ANNEX "C" 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);