



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des
soumissions/Travaux publics et Services
gouvernementaux Canada

See herein for bid submission
instructions/

Voir la présente pour les
instructions sur la présentation
d'une soumission

NA

Ontario

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government
Services Canada

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

Proposition aux: Travaux Publics et Services
Gouvernementaux Canada

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

Comments - Commentaires

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
Ontario Region
10th Floor, 4900 Yonge Street
Toronto
Ontario
M2N 6A6

Title - Sujet Roller Skis Equipment	
Solicitation No. - N° de l'invitation W0113-22CS06/A	Date 2022-02-14
Client Reference No. - N° de référence du client W0113-22CS06	
GETS Reference No. - N° de référence de SEAG PW-\$TOR-223-8194	
File No. - N° de dossier TOR-1-44148 (223)	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 2022-03-02 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: Cheng, Sabrina	Buyer Id - Id de l'acheteur tor223
Telephone No. - N° de téléphone (647) 619-3845 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: J4 Warehouse/RQMS Regional Cadet Support Unit (Central) 701 Oxford Street East London, ON, N5Y 4T7	

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	3
1.1 STATEMENT OF REQUIREMENT	3
1.2 DEBRIEFINGS	3
1.3 EPOST CONNECT SERVICE	3
1.4 COVID-19 VACCINATION REQUIREMENT	3
PART 2 - BIDDER INSTRUCTIONS	3
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	3
2.2 SUBMISSION OF BIDS	4
2.3 ENQUIRIES - BID SOLICITATION	4
2.4 APPLICABLE LAWS	4
2.5 BID CHALLENGE AND RECOURSE MECHANISMS	5
PART 3 - BID PREPARATION INSTRUCTIONS	5
3.1 BID PREPARATION INSTRUCTIONS	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	6
4.1 EVALUATION PROCEDURES	6
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 STATEMENT OF REQUIREMENT	7
6.3 STANDARD CLAUSES AND CONDITIONS	7
6.4 TERM OF CONTRACT	9
6.5 AUTHORITIES	10
6.6 PAYMENT	11
6.7 INVOICING INSTRUCTIONS	11
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	12
6.9 APPLICABLE LAWS	12
6.10 PRIORITY OF DOCUMENTS	12
6.11 SACC MANUAL CLAUSES	12
6.12 INSPECTION AND ACCEPTANCE	12
6.13 DISPUTE RESOLUTION	12
ANNEX "A"	14
REQUIREMENT	14
ANNEX "B"	16
BASIS OF PAYMENT	16
ATTACHMENT "1"	17
ELECTRONIC PAYMENT INSTRUMENTS	17

Solicitation No. - N° de l'invitation
W0113-22CS06/A
Client Ref. No. - N° de réf. du client
W0113-22CS06

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-1-44148

Buyer ID - Id de l'acheteur
TOR223
CCC No./N° CCC - FMS No./N° VME

ANNEX "C"	18
EVALUATION CRITERIA	18
ANNEX "D"	19
COMPLETE LIST OF DIRECTORS	19
ANNEX "E"	20
COVID-19 VACCINATION REQUIREMENT	20

PART 1 - GENERAL INFORMATION

1.1 Statement of Requirement

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

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

1.4 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 21, Code of Conduct for Procurement—bid of the Standard Instructions 2003 is amended as follows

Delete: "21 (2016-04-04) Code of Conduct for Procurement—bid

The [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>) provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive."

Insert: "21 (2022-01-27) Code of Conduct for Procurement - bid

The [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html) (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/cca-ccp-eng.html>) provides that Bidders must respond to bid solicitations in an honest, fair and comprehensive manner, accurately reflect their capacity to satisfy the requirements set out in the bid solicitation and resulting contract, submit bids and enter into contracts only if they will fulfill all obligations of the Contract. By submitting a bid, the Bidder is certifying that it is complying with the Code of Conduct for Procurement. Failure to comply with the Code of Conduct for Procurement may render the bid non-responsive."

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 in the bid solicitation.

PWGSC Ontario Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:
TPSGC.orreceptiondessoumissions-orbidreceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

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

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 _____ (*insert the name of the province or territory*).

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

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

Bids transmitted by facsimile or hardcopy will not be accepted.

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

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

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 ATTACHMENT "1" Electronic Payment Instruments, to identify which ones are accepted.

If ATTACHMENT "1" 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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

See Annex C - Evaluation Criteria

4.1.2 Financial Evaluation

[A0220T](#) (2014-06-26) Evaluation of Price-Bid

The Evaluated Price will be the Total Firm Extended Price.

The Total Firm Extended Price is the sum of the Firm Extended Prices of all the line items.

4.2 Basis of Selection

[A0031T](#) (2010-08-16) Basis of Selection - Mandatory Technical Criteria

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](#) 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

5.1.2.3 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.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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 Statement of 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.

Subsection 32 of 2010A, General Conditions – Goods (Medium Complexity), is added as follows:

2010A 32 (2021-11-04) 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*:
 - 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.

6.3.2 Supplemental General Conditions

6.3.3 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. AND

6.3.4 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 Default by the Contractor or 24 Termination for convenience of general conditions 2010A.
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.

6.4 Term of Contract

6.4.1 Period of the Contract

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

6.4.2 Delivery Date

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

6.4.5 Delivery Points

Solicitation No. - N° de l'invitation
W0113-22CS06/A
Client Ref. No. - N° de réf. du client
W0113-22CS06

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-1-44148

Buyer ID - Id de l'acheteur
TOR223
CCC No./N° CCC - FMS No./N° VME

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: Sabrina Cheng
Title: Supply Specialist
Organization: Public Works and Government Services Canada
Acquisitions Branch
Directorate: Ontario Region
Address: 10th Floor, 4900 Yonge Street, Toronto, ON M2N 6A6

Telephone: 647-619-3845
E-mail address: sabrina.cheng@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

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.

6.5.3 Contractor's Representative

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 a firm price, as specified in Annex B for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are included Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Limitation of Price

C6000C (2017-08-17) Limitation of Price

6.6.3 Terms of Payment

H1000C (2008-05-12) Single Payment

6.6.5 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): (TBD at Contract Award)

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing Instructions

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

1. Each invoice must be supported by:

- a. the amount invoiced (exclusive of HST);
- b. the amount of HST;
- c. the date;
- d. the name of the Project Authority;
- e. the delivery destination;
- f. the quantity and description(s) (Item #);

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 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 supplemental general conditions
- (c) 2010A (2021-12-02) General conditions: Goods (medium complexity);
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment;
- (f) the Contractor's bid dated _____. *(insert date of bid)*

6.11 SACC Manual Clauses

A9062C (2011-05-16) Canadian Forces Site Regulations;
B7500C (2006-06-16) Excess Goods;
D0018C (2007-11-30) Delivery and Unloading;
G1005C (2016-01-28) Insurance - No Specific Requirement, apply to and form part of the Contract.

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 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.

Solicitation No. - N° de l'invitation
W0113-22CS06/A
Client Ref. No. - N° de réf. du client
W0113-22CS06

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-1-44148

Buyer ID - Id de l'acheteur
TOR223
CCC No./N° CCC - FMS No./N° VME

-
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"

REQUIREMENT

1. TITLE

CROSS SKATE ROLLER SKIS EQUIPMENT

2. REQUIREMENT

The Regional Cadet Support Unit (RCSU) has a requirement to procure 70 pairs of cross skate roller skis and 70 pairs of telescoping rigid poles for cadet training.

3. SPECIFICATIONS

3.1. Cross Skates Roller Ski must meet the following criteria:

- 3.1.1. Must be a Cross Skate Roller Ski having a wheel in front and a wheel at the tail that can be attached to a foot, without regular ski bindings;
- 3.1.2. Must accommodate the use of individual's own footwear;
- 3.1.3. Must not require ski boots to be used;
- 3.1.4. Must not require ski boot bindings to be attached;
- 3.1.5. Frame must be Aluminum;
- 3.1.6. Wheel dimensions must be large and pneumatic, not hard plastic;
- 3.1.7. Must have calf Activated Brakes with cooling fins;
- 3.1.8. Must have mud guards in front and rear and are detachable;
- 3.1.9. Must be equipped for all terrain which includes on and off-road use;
- 3.1.10. Must have Velcro fastenings to fix foot to ski, with quick release;
- 3.1.11. Must be a one hand setup for easy adjustments and changeover between multiple users;
- 3.1.12. Must be equipped to simulate the movement of open air skate skiing rather than roller blading.

3.2. Telescoping rigid poles must meet the following criteria:

- 3.2.1. Must have the strength and rigidity to simulate the movement of open air ski skating without the requirement for snow;
- 3.2.2. Must have a 3 piece telescoping shaft to provide variable lengths;
- 3.2.3. Adjustable from 95 - 175cm;
- 3.2.4. Must have fixing mechanisms: at joints, for absolute tightness in a variety of workloads;
- 3.2.5. Quick releases to collapse at all connectors;
- 3.2.6. Carbon construction;
- 3.2.7. Tips: roller ski ferrules installed at the poling end, meant for summer terrain;
- 3.2.8. Pads: rubber for change in multiple environments.
- 3.2.9. Grip: foam
- 3.2.10. Multi-function straps for users to put hands through;
- 3.2.11. Bright colours, and must have reflective elements for safety

Solicitation No. - N° de l'invitation
W0113-22CS06/A
Client Ref. No. - N° de réf. du client
W0113-22CS06

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-1-44148

Buyer ID - Id de l'acheteur
TOR223
CCC No./N° CCC - FMS No./N° VME

4. CONTRACTOR OBLIGATIONS

- 4.1. Must provide operating and user manuals in PDF format.
- 4.2. Must provide warranty on parts for one year after delivery and acceptance of the products.

5. DELIVERY LOCATION

- 5.1. Receiver operating hours are 0800 hrs to 1600 hrs, Monday to Friday. Forklift is available to offload shipment. Oxford St gate is closed. Gate to Garrison property is opposite 709 Elizabeth St, London ON.

RCSU Central J4 Warehouse London
P Block
701 Oxford St E
London, ON N5Y 4T7

Solicitation No. - N° de l'invitation
W0113-22CS06/A
Client Ref. No. - N° de réf. du client
W0113-22CS06

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-1-44148

Buyer ID - Id de l'acheteur
TOR223
CCC No./N° CCC - FMS No./N° VME

ANNEX "B"

BASIS OF PAYMENT

All prices are firm, all-inclusive unit prices and in Canadian dollars including Canadian customs duties, excise taxes, supply, delivery and training charges and material costs, which are to be Delivered Duty Paid (DDP) to destination as indicated herein (Incoterms 2000).

Table A. Firm Requirement

	A	B	C	D	E
Item #	Item Description	Firm Unit Price	Unit of Issue	Quantity	Extended Unit Price (CAD) E=(BxD)
1	Cross Skates Roller Skis as per Annex A Requirement Make and Model:		Each pair	70	\$
2	Telescoping rigid poles as per Annex A Requirement Make and Model:		Each Pair	70	\$
3	Delivery		Lot	1	\$
Total Cost (applicable taxes extra)					\$

Solicitation No. - N° de l'invitation
W0113-22CS06/A
Client Ref. No. - N° de réf. du client
W0113-22CS06

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-1-44148

Buyer ID - Id de l'acheteur
TOR223
CCC No./N° CCC - FMS No./N° VME

ATTACHMENT “1”

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.1, 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);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "C"

EVALUATION CRITERIA

MANDATORY TECHNICAL EVALUATION CRITERIA

Bidders must clearly demonstrate compliance with each mandatory technical criteria. Failure to demonstrate compliance will result in the offer being deemed non-responsive, and be given no further consideration.

REQUIREMENT	MANUFACTURER	MODEL NUMBER
Cross Skate Roller Skis Equipment		

ITEM #	MANDATORY TECHNICAL EVALUATION CRITERIA. BIDDERS MUST DEMONSTRATE EACH OF THE FOLLOWING:	CROSS REFERENCE: In this column, Offerors must cross-reference where this criteria is indicated
1.1	<p>The Bidder must perform the full scope of work described in Annex A – Requirement.</p> <p>To demonstrate, the Bidder must provide a written statement indicating they have read the scope of work in Annex A – Requirement and will complete the work as described.</p> <p>If the written confirmation has not been provided at bid closing, Public Works and Government Services Canada (PWGSC) will notify the Offeror that they are required to provide it within two (2) business days following notification from PWGSC. (Note: This time requirement reflects PWGSC's expectation that they are readily available.</p> <p>If the Offeror fails to provide the required document(s) within two (2) business days, their offer will be deemed non-responsive and that it will be given no further consideration.</p>	

Solicitation No. - N° de l'invitation
W0113-22CS06/A
Client Ref. No. - N° de réf. du client
W0113-22CS06

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-1-44148

Buyer ID - Id de l'acheteur
TOR223
CCC No./N° CCC - FMS No./N° VME

ANNEX "D"

COMPLETE LIST OF DIRECTORS

(to be completed by Bidder)

Board of Directors

In accordance with Section 1, Integrity Provisions – Bidder, Bidders are required to provide a list of their Board of Directors before contract award. Bidders are requested to provide this information in their bid.

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Director Name - _____

Procurement Business Number (PBN)

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

Procurement Business Number - _____

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

ANNEX "E"

COVID-19 VACCINATION REQUIREMENT

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
_____ (insert solicitation number), 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

Solicitation No. - N° de l'invitation
W0113-22CS06/A
Client Ref. No. - N° de réf. du client
W0113-22CS06

Amd. No. - N° de la modif.
File No. - N° du dossier
TOR-1-44148

Buyer ID - Id de l'acheteur
TOR223
CCC No./N° CCC - FMS No./N° VME

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.