



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada

Voir dans le document/

See herein

NA

Québec

NA

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

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

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

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

Comments - Commentaires

Please note this bid solicitation is being tested as part of PSPC's Contract Modernization Initiative. For more information please consult the following
<https://buyandsell.gc.ca/contract-modernization-initiative>

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

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

Title - Sujet Forklift Forklift	
Solicitation No. - N° de l'invitation 01B30-210697/A	Date 2021-03-05
Client Reference No. - N° de référence du client 01B30-210697	
GETS Reference No. - N° de référence de SEAG PW-\$MTA-490-16097	
File No. - N° de dossier MTA-0-43284 (490)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Daylight Saving Time EDT on - le 2021-04-06 Heure Avancée de l'Est HAE	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Sirois, Richard	Buyer Id - Id de l'acheteur mta490
Telephone No. - N° de téléphone (514) 718-5993 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE L'AGRICULTURE ET DE L'AGROALIMENTAIRE CENTRE DE RECH.DEV.DES ALIMENT 3600 O.BOUL.CASAVANT ST HYACINTHE Québec J2S8E3 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée Voir doc.	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

1. Bid Solicitation.....	3
2. Bid Requirements	3
3. Bidder Requirements.....	3
4. Bid Submission.....	5
5. Communications.....	8
6. Technical Proposal.....	9
7. Financial Proposal.....	9
8. Evaluation Procedures.....	10
9. Technical Evaluation.....	12
10. Financial Evaluation.....	12
11. Additional Information	13
RESULTING CONTRACT CLAUSES.....	14
1. Summary.....	14
2. Work	14
3. Conduct of the Work	14
4. Term of the Contract.....	14
5. Delivery of Goods	14
6. Transportation.....	15
7. Inspection and Acceptance	15
8. Basis of Payment	16
9. Payments	16
10. Method of Payment	18
11. Warranties.....	18
12. Ownership and Risk of Loss	19
13. Government Property	19
14. Access to Information.....	20
15. Accounts and Audit	20
16. Insurance	20
17. Certifications and Additional Information.....	21
18. Foreign Nationals.....	22
19. Termination and Suspension.....	22
20. General Provisions.....	23

Solicitation No. - N° de l'invitation
01B30-210697/A
Client Ref. No. - N° de réf. du client
01B30-21-0697

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43284

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

Annex Bid Solicitation Definitions	28
Annex Contract Definitions	31
Annex "Requirement"	34
Annex "Basis of Payment"	36
Annex "Mandatory Technical Criteria"	37
Annex Bid Submission Form	38
Annex - Bidder Declaration Form	40

1. Bid Solicitation

Canada requests bids from Bidders to meet its requirements. For the convenience of Bidders, a brief description is set out below with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, Canada appreciates and welcomes a bid.

1.1 Bids. Canada is seeking bids from bidders to provide a Forklift to Agriculture and Agri-Food Canada.

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

1.3 Delivery Points. The goods must be delivered to point(s) specified in Annex "Requirement", in accordance with the Resulting Contract section entitled Delivery.

1.4 Best Delivery Date. While delivery is requested as soon as possible, the best delivery that could be offered is _____. (To be completed by the bidder)

2. Bid Requirements

2.1 Security Requirements. There are no security requirements associated with this solicitation.

2.2 Canadian Content. The requirement is subject to a preference for Canadian goods.

3. Bidder Requirements

3.1 Bidder Responsibilities. Each bidder must:

- a. obtain any clarification it considers necessary of the solicitation requirements before submitting a bid;
- b. prepare its bid in accordance with the solicitation instructions;
- c. submit a complete bid by the closing date and time as per the instructions noted in section titled "Bid Submission";
- d. ensure that its name, its return address, and the solicitation number, closing date, and time are clearly visible on any envelope or parcels or samples containing samples or any paper bid as applicable; and
- e. provide a comprehensible and sufficiently detailed bid, including all requested pricing details that will enable Canada to make a complete evaluation based on the solicitation criteria.

3.2 Compliance with Code of Conduct. The bidder must comply with Canada's [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>)

3.3 Ineligibility and Suspension Policy. Each bidder must (i) comply with Canada's Ineligibility and Suspension Policy (<https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>) and applicable directives in effect on the bid solicitation issue date, which are incorporated into the bid solicitation, and (ii) submit an Integrity Declaration Form.

3.4 Conflict of Interest

- a. **Right to Reject.** Canada may reject a bid if the bidder, any of its subcontractors, or any of their respective employees or former employees
- i. was involved in any manner in the preparation of the bid solicitation or in any situation of conflict of interest or appearance of a conflict of interest, or
 - ii. had access to information related to the bid solicitation that was not available to other bidders and that would, in Canada's opinion, give or appear to give the bidder an unfair advantage.
- b. **Experience Not an Unfair Advantage.** Canada will not consider any experience any bidder has acquired by providing the goods and/or services described in the BID solicitation (or similar goods and/or services), in itself, as conferring an unfair advantage or creating a conflict of interest.
- c. **Notification of Rejection.** If Canada intends to reject a BID under this section, the Contracting Authority will inform the BIDDER and provide the BIDDER an opportunity to make representations.

3.5 Bid Submission Form. Each bidder is required to include the Bid Submission Form (Annex-Bid Submission Form) with their bids. If Canada determines that the information required by the Bid Submission Form is incomplete or required correction, Canada will provide the bidder with a deadline to do so.

3.6 Declaration Form. Each bidder is required to submit a signed Bidder Declaration (Annex -Bidder Declaration Form) in which it certifies to Canada all the information required by the Bidder Declaration. If Canada determines that the information required by the Bidder Declaration Form is incomplete or requires correction, Canada will provide the bidder with a deadline to do so.

3.7 Insurance. The successful Bidder will be responsible to meet insurance requirements in accordance with the Resulting Contract section entitled Insurance.

4. Bid Submission

4.1 Bid Receiving Address

- a. Bids must be submitted by the date, time and place indicated on page 1 of the bid solicitation document.

PWGCSC Québec Region Bid Receiving Unit

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

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGCSC@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.

- b. Bids submitted by facsimile and mail will not be accepted.

4.2 Bids Submitted After Closing Date and Time

- a. **Late Bids.** Canada will not consider bids delivered after the solicitation closing date and time, unless they qualify as a delayed bid as described below. Canada will return late bids submitted physically, and will delete late bids submitted electronically (while retaining the transaction history).
- b. **Cause of Delay.** Canada may consider a bid delivered after the due date but before Canada awards the Contract if the bidder can prove the delay is due solely to a delay in the delivery caused by the Canada Post Corporation (or the national equivalent of a foreign country). Canada will not consider delayed bids due to private couriers (Purolator Inc., FedEx Inc., etc.) misrouting, traffic volume, weather disturbances, labour disputes or any other causes for the late delivery of bids.
- c. **Evidence of Delay.** The only evidence relating to a delay in the CPC system that Canada will accept are (i) a CPC cancellation date stamp, (ii) a CPC Priority Courier bill of lading, (iii) a CPC Xpresspost label that clearly indicates that the bidder mailed the bid before the bid closing date, or (iv) a Canada Post Corporation epost Connect date and time record indicated in the epost Connect conversation history that clearly indicates that the Bidder sent the bid before the solicitation closing date and time. Postage meter imprints are not acceptable as proof of timely mailing. For the national equivalent to the CPC in a foreign country, Canada will accept the local equivalent to these CPC documents.

4.3 Bids Submitted by epost Connect

a. **Bid Sections.** Bidders are requested to submit their bids separated into the following sections:

- i. Section I: Technical Bid;
- ii. Section II: Financial Bid;
- iii. Section III: Bid Submission Form; and
- iv. Section IV: Bidder Declaration Form.

b. **epost Connect Requirements**

i. **Submission Process.** To submit a bid using epost Connect, the bidder must either:

- 1. send its bid directly to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by CPC, or
- 2. send, as early as possible, and in any case at least six business days before the solicitation closing date and time, an email that includes the solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Canada may not answer any requests to open an epost Connect conversation received after that time.

ii. **Transmission Capacity.** The epost Connect system has the capacity to receive multiple documents, with a limit of 1GB per single message posted and a limit of 20GB per conversation.

iii. **epost Connect Conversations.** If the bidder sends an email requesting epost Connect to the specified Bid Receiving Unit in the solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. This will create an email notification from Canada Post Corporation prompting the bidder to access and action the message within the conversation. Then bidder will then be able to transmit its bid.

iv. **Conversation Time Periods.** If the bidder is using its own licensing agreement to send its bid, the bidder must keep the epost Connect conversation open for at least 30 business days after the solicitation closing date and time.

v. **Message Fields.** The bidder must identify the solicitation number in the epost Connect message field of all electronic transfers.

vi. **Acknowledgement of Receipt.** The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if Canada is able to open the attachments or that the content is readable.

vii. **Canadian Mailing Address.** The use of epost Connect requires a Canadian mailing address. Bidders that do not have a Canadian mailing address may use the Bid Receiving Unit address specified in the solicitation in order to register for epost Connect

c. **Use of Correct Email Address.** Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating through an epost Connect conversation.

-
- d. **Errors in epost Transmissions.** Canada will not be responsible for any failure attributable to the transmission or receipt of a bid transmitted by epost Connect.

4.4 Bid Submission Requirements

- a. **Authority.** Each bidder (and each member of a joint venture submitting a bid) must (i) have legal capacity to contract and (ii) sign the bid by an authorized representative of the bidder. If a joint venture bidder submits a bid, the joint venture will be required to identify its representative chosen to act on behalf of the joint venture (if the bidder has not done so in the bid. Canada will provide it a deadline to do so).
- b. **Procurement Business Number.** Each Bidder (and each member of a joint venture submitting a Bid) must have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at [Supplier Registration Information](#). For non-Internet registration, suppliers may contact the Info Line at 1-800-811-1148 to obtain the telephone number of the nearest Supplier Registration Agent.
- c. **Validity of Bids.** Bids will remain open for acceptance for a period of not less than 60 calendar days from the closing date of the solicitation, unless specified otherwise in the solicitation. Canada reserves the right to seek an extension of the bid validity period from all compliant bidders in writing, at least three calendar days before the end of the bid validity period. If all compliant bidders agree to extend their bids, Canada will continue with the evaluation of the bids. If not all compliant bidders extend their bids, Canada, at its sole discretion, will either continue with the evaluation of the bids of those who have accepted the extension or cancel the solicitation.
- d. **Bid Language.** Bidders may submit their documents and supporting information in either English or French.
- e. **Bids Become Property of Canada.** Bids received on or before the solicitation closing date and time will become the property of Canada and Canada will not return them to bidders. Canada will treat all bids as confidential, subject to the provisions of the *Access to Information Act* and the *Privacy Act*.
- f. **No Assignment of Bids.** A bid cannot be assigned or transferred in whole or in part.

4.5 Provision of Documentation. Canada will make available Notices of Proposed Procurement, solicitations, and related documents for download through the Government Electronic Tendering Service. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third parties. Canada will not notify Bidders if it amends a Notice of Proposed Procurement, a solicitation, or any related documentation. It will post all amendments (including significant enquiries received and their replies) using Government Electronic Tendering Service. Bidders are responsible for regularly consulting Government Electronic Tendering Service for the most up-to-date information. Canada will not be liable for any oversight on the bidder's part nor for notification services offered by a third party.

4.6 Bid Costs. The bidder is solely responsible for all costs associated with preparing, submitting, and evaluating its bid.

4.7 Applicable Laws. Any Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in a Canadian province or territory. Bidders may insert the Canadian province or territory of their choice in the Bid Submission Form. If the bidder does not include this information in the Bid Submission Form, the applicable laws will be those in force in Quebec.

4.8 Entire requirement. The bid solicitation documents contain all the requirements relating to the bid solicitation; no other information or documentation is relevant. Bidders should not assume that practices used under previous solicitations or contracts will continue or that a bidder's existing capabilities meet the requirements of the solicitation simply because they have met previous requirements.

4.9 Electronic Payment Instruments. If the bidder is willing to accept payment of invoices by Electronic Payment Instruments, the bidder must indicate it in the bid Submission Form that accompanies the bid Solicitation document to identify which ones are accepted. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criteria.

5. Communications

5.1 Bid Communications. To ensure the integrity of the competitive bid process, the bidder must direct all questions and other communications regarding the solicitation only to the Contracting Authority identified in the solicitation. Failure to comply may result in Canada rejecting the bid.

- a. **Period for Questions.** Bidders are requested to submit all questions in writing no later than 5 business days before the bid closing date. Canada may not respond to questions submitted after this.
- b. **Detail of Questions.** Bidders should accurately reference the numbered item of the solicitation to which the question relates and explain each question in sufficient detail to enable Canada to provide an accurate answer.
- c. **Confidential Questions.** For any technical questions, bidders must clearly mark 'confidential' on each item that is of a confidential nature. Canada will treat such items as confidential except where Canada determines that the enquiry is not of a confidential nature. Canada may edit the question(s) or may request that the bidder revise the question(s) to eliminate the confidential nature of the question(s) and Canada can provide the answer to all bidders. Canada may not answer questions that are not in a form that can be distributed to all bidders.

5.2 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 (<https://buyandsell.gc.ca/>) , under the heading "Bid Challenge and Recourse Mechanisms"(<https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/bid-follow-up/bid-challenge-and-recourse-mechanisms>) contains information on potential complaint bodies such as:
 - i. Office of the Procurement Ombudsman (OPO)
 - ii. 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.

5.3 Bid Debriefings. Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make such a request to the Contracting Authority within 15 business days from its receipt of the results of the bid solicitation process. Canada may provide the debriefing in writing, by telephone, or in person.

6. Technical Proposal

6.1 Technical Bid Contents.

- a. **Requirements.** Bidders must:
 - i. demonstrate their understanding of the requirements contained in the solicitation;
 - ii. concisely explain how they will meet these requirements; and
 - iii. address the points that are subject to the evaluation criteria against which the bid will be evaluated.
- b. **Organization.** Bidders should address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, a bidder may refer to different sections of its bid by identifying where it has already addressed the subject topic, by identifying the specific paragraph and page.

7. Financial Proposal

7.1 Financial Proposal. Bidders must submit their financial bid in accordance with Annex "Basis of Payment".

7.2 Pricing. Bidders must provide individual prices for each item and/or destination.

7.3 Exchange Rate Fluctuation. Canada is not offering exchange rate fluctuation risk mitigation for this solicitation. Canada will declare any bid non-compliant if there is any indication that bid is conditional on exchange rate fluctuation protection.

8. Evaluation Procedures

8.1 Assessment. Canada will assess bids in accordance with the entire requirement of the bid solicitation including the Technical and Financial evaluation criteria. Canada will declare as non-compliant any bid that fails to meet all mandatory solicitation requirements.

8.2 Conduct of Evaluation

a. **Support for Bid Requirements.** Canada may request information to support any bid requirement. The Bidder must address each requirement in sufficient depth to permit a complete analysis and assessment. In particular, Canada may, by written notice,

- i. seek clarification or verification as to any information provided,
- ii. contact any references to verify any information it submitted,
- iii. request information about the Bidder's legal status,
- iv. conduct a survey of the Bidder's facilities and/or examine its technical, managerial, and financial capabilities,
- v. correct any error in
 1. the extended pricing of bids by using unit pricing, or
 2. the quantities in bids to reflect the quantities stated in the bid solicitation (and, in the case of error in the extension of prices, the unit price will govern),
- vi. unless otherwise stated in the solicitation, treat any blank pricing cell in any pricing tables provided by bidders as \$0.00. Canada may request that the bidder confirm that the price is, in fact, \$0.00. Canada will not permit any bidder to add or change a price as part of this confirmation. Any bidder who does not confirm that the price for a blank item is \$0.00 will be declared non-compliant
- vii. verify any information the Bidder provided, or
- viii. interview, at the Bidder's sole cost, the Bidder and/or any resources it proposes to fulfill the bid solicitation requirements.

b. **Compliance.** The Bidder must comply with any such request within the time specified in Canada's request.

8.3 Evaluation Based on Documents Provided. Unless otherwise specified in this solicitation, Canada will evaluate only the documentation provided with the bid. Canada will not consider information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

8.4 Evaluation Team. An evaluation team composed of one or more representatives of Canada will evaluate the bids. Canada may hire any independent consultant, or use any Government resources, to evaluate any bid. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

8.5 Canadian Content. The evaluation team will first determine if there are two or more bids with a valid Canadian Content certification. If there are, Canada will evaluate only those bids; if not, Canada will evaluate all bids. If some of the bids with a valid certification are declared non-compliant or withdrawn, and fewer than two compliant bids with a valid certification remain, Canada will continue its evaluation of those bids. If all bids with a valid certification are declared non-compliant or withdrawn, then Canada will evaluate all the other bids received.

8.6 Right to Request Information. Canada reserves the right to request information to support any bid requirement. The bidder is instructed to address each requirement in sufficient depth to permit a complete analysis and assessment by the Evaluation Team. The bid will be responsive if it is found to meet all the mandatory requirements.

8.7 Rights of Canada. Canada may:

- a. reject any or all bids in response to the solicitation;
- b. enter into negotiations with bidders on any or all aspects of their bids;
- c. accept any bid in whole or in part without negotiations;
- d. cancel the solicitation at any time;
- e. reissue the solicitation; or
- f. if no compliant bids are received and the requirement is not substantially modified, reissue the solicitation by inviting only the bidders who bid to resubmit bids within a period designated by Canada, and negotiate with the sole compliant bidder to ensure the best value to Canada.

8.8 Rejection of Bid. Canada may reject a bid where any of the following circumstances is present:

- a. **Bankruptcy.** The bidder is bankrupt or its activities are inoperable for an extended period;
- b. **Improper Conduct.** The bidder or an employee or subcontractor included as part of the bid:
 - i. is subject to a Vendor Performance Corrective Measure, under the Vendor Performance Corrective Measure Policy, which renders the bidder ineligible to bid on the requirement;
 - ii. has committed fraud, bribery, fraudulent misrepresentation or failed to comply with laws protecting individuals against any manner of discrimination;
 - iii. has conducted themselves improperly in any current or past transactions with Canada;
- c. **Suspension or Termination.** The bidder or an employee or subcontractor included as part of the bid has been suspended or terminated by Canada for default under a contract with Canada;

-
- d. **Poor Performance.** In Canada's opinion, the bidder's performance on other contracts, including the efficiency and workmanship as well as the extent to which the bidder performed the Work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement being bid on;
- e. **Not Good Value.** In Canada's opinion, it does not offer good value to Canada;
- f. **Conflict of Interest.** In Canada's opinion, the bidder is in a conflict of interest or had an unfair advantage over other bidders (e.g., being involved in preparing the solicitation or having access to information not available to other bidders may be considered grounds for rejection, although having experience on the previous or related contracts does not, in itself, confer an unfair advantage or create a conflict of interest). Bidders who are in doubt about a particular situation should contact the Contracting Authority before bid closing; or
- g. **Prejudice of Integrity or Fairness.** In Canada's opinion, the nature or content of bid (including the fact that multiple bids have been submitted by the same or related parties) has the effect of prejudicing the integrity and fairness of the process or would distort the evaluation.
- h. **Ability to Make Representations.** If Canada intends to reject a bid under (c) or (d), the Contracting Authority will so inform the bidder and give the bidder 10 calendar days within which to make representations, before making a final decision on the bid rejection.

9. Technical Evaluation

9.1 Mandatory Technical Criteria. The mandatory technical criteria are described in Annex "MANDATORY TECHNICAL CRITERIA".

10. Financial Evaluation

10.1 Evaluation of Price.

- a. **Bid Price.** The price of the bid will be evaluated as follows:
- i. Canadian-based bidders must submit firm price, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.
 - ii. Foreign-based bidders must submit firm prices, Canadian customs, duties, excise taxes are included and Applicable Taxes excluded.
- b. **Bids in Foreign Currency.** Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.
- c. **Shipping costs.** Canada requests that bidders provide separate prices for shipping that will include: shipping costs, freight and insurance, up to the stated point of delivery.

- d. **Classification Based on Address.** For the purposes of the solicitation, Bidders that have a Canadian address are considered Canadian-based bidders, and Bidders that only have an address outside of Canada are considered foreign-based bidders.

10.2 Basis of Selection. A bid must comply with the requirements of the solicitation and meet all mandatory technical evaluation criteria to be declared responsive. Canada will consider the responsive bid with the lowest evaluated price for award.

11. Additional Information

11.1 Condition of Material. Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the bid closing date or, if there was no bid solicitation, the date of the Contract.

RESULTING CONTRACT CLAUSES

1. Summary

1.1 The Contract covers the description of the goods supplied, as described in the Annex "Requirement"

2. Work

2.1 Requirement. The Contractor must provide the items detailed under the Annex "Requirement".

3. Conduct of the Work

3.1 Security. There is no security requirement applicable to the Contract.

4. Term of the Contract

4.1 Period of the Contract

The period of the Contract is from date of Contract to _____ inclusive. (Will be indicated when the contract is awarded).

5. Delivery of Goods

5.1 Delivery Date. All the deliverables must be received on or before _____ (Will be indicated when the contract is awarded).

5.2 Delivery Points. The goods must be delivered to point(s) specified in Annex "Requirement", in accordance with the Resulting Contract section entitled Delivery.

5.3 Delivery Obligation. The Contractor is responsible for, and will assume: risk of loss, cost of freight, transportation fees, export and import costs and duties or fees, as well as shipment insurance costs, up to the stated point of delivery.

5.4 Delivery Costs. The Contractor will arrange delivery by the most direct and economical means that are consistent with Canada's shipping practice.

5.5 Delivery and Unloading

a. **Unloading.** Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.

-
- b. **Personnel.** When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
- c. **Curbside Unloading.** At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

6. Transportation

6.1 Transportation Costs. If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, shipments must be made by the most direct and economical means consistent with normal shipping practice. The costs must be shown as a separate item on the invoice.

6.2 Transportation Carriers' Liability. The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the delivery point, at which ownership and risk of loss of goods passes to the federal government. Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

6.3 Shipment Documentation. For the shipment of goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (if and when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If the goods have been inspected at the Contractor's plant, the signed inspection voucher must be attached to the packing slip normally enclosed in the packing note envelope.

7. Inspection and Acceptance

7.1 Canada's Inspection. The Work may be subject to inspection and acceptance by Canada. Inspection and acceptance by Canada does not relieve the Contractor of its responsibility for defects or failures to meet the Contract requirements. The Contractor must provide Canada access to the Work at any time during working hours. Canada must be able to examine or test, as it sees fit, any part of the Work. The Contractor must provide all assistance, test pieces, samples and documentation required by Canada for inspection of the Work.

7.2 Contractor's Inspection. The Contractor must inspect and approve the Work before submitting it for inspection by Canada or delivering it to Canada. The Contractor's inspection records must be retained and made available at Canada's request for a period of three years following the end of the Contract. Canada may request further details, make copies or take extracts of the Contractor's inspection records.

7.3 Rejection and Cure. If Canada rejects any Work, it may require the Contractor to correct or replace the Work at no additional Cost.

8. Basis of Payment

8.1 Basis of Payment – Firm Price (all Work). 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 Basis of payment for a Cost of \$ _____ (insert the amount at Contract award).

9. Payments

9.1 Invoices.

- a. **Invoice Submission.** The Contractor must submit invoices for each delivery in accordance with the Contract. Each invoice must indicate whether it covers partial or final delivery.
- b. **Invoice details.** Invoices must show:
 - i. the date, the name and address of the client department, item or reference numbers, deliverable or description of the Work, Contract number, Client Reference Number, Procurement Business Number, and financial code(s);
 - ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;
 - iii. deduction for holdback, if applicable;
 - iv. the extension of the totals, if applicable;
 - v. if applicable, the method of delivery together with date, case numbers and part of reference numbers, shipment charges and any other additional charges; and
 - vi. Applicable Taxes as a desperate item along with corresponding registration numbers from the tax authorities. All items that are zero-rated, exempt or to which Applicable Taxes do not apply, must be identified as such on all invoices.
- c. **Payment of Taxes.** Canada will pay Applicable Taxes. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate. The Contractor must pay Applicable Taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
- d. **Exemptions.** The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law.
- e. **Withholding for Non-Residents.** Canada will withhold 15 percent of the amount to pay the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada unless the Contractor obtains a valid waiver from the Canada Revenue Agency.

9.2 Payment Period. Canada will pay the Contractor's undisputed invoice amount within 30 days after receipt of invoice in acceptable form and content. In the event an invoice is not of an acceptable form and content, Canada will notify the Contractor within 15 days of receipt and the 30 day payment period will begin on receipt of a conforming invoice.

9.3 Late Payments.

- a. **Interest on Late Payments.** Canada will pay to the Contractor simple interest at the Average Bank Rate plus 3 percent per year on any amount that is Overdue, from the date that amount becomes Overdue until the day before the Date of Payment, inclusive. The Contractor is not required to provide notice to Canada for interest to be payable.
- b. **Exceptions.** Canada will pay interest only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on overdue advance payments.

9.4 Electronic Payment Instruments. The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

- a. [Visa Acquisition Card;]
- b. [MasterCard Acquisition Card;]
- c. [Direct Deposit (Domestic and International);]

9.5 Right to Set-Off. When Canada makes a payment to the Contractor, Canada may deduct any amount payable to Canada by the Contractor under this or any other current Contract.

9.6 Invoicing Instructions

- a. **Invoice Submission.** 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.
- b. **Invoice Distribution.** Invoices must be distributed as follows:
 - i. The original and one copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
 - ii. One copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9.7 Taxes

- a. **No Taxes.** Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

- b. **Documentation and reimbursement.** Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

10. Method of Payment

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

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

11. Warranties

11.1 General Warranty. The Contractor states that the Work will be new and conform to the Specifications and be free from defects in design, material and Workmanship during the longer of Contractor's standard warranty period or 12 months after Canada accepts the goods (the "Warranty Period").

11.2 Replacement or Repair. Upon Canada's request during the Warranty Period the Contractor at its expense, must replace or repair any nonconforming or defective goods within 5 days or such other time as specified by Canada.

11.3 Transportation Costs. Canada must pay the transportation Cost associated with returning the Work or any part of the Work to the Contractor's plant. The Contractor must 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 directed by Canada.

11.4 Warranty Work on Canada's Premises. 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 paid the fair and reasonable Cost (including reasonable travel and living expenses) incurred in so doing, with no allowance for profit, less an amount equal to the Cost of rectifying the defect or non-conformance at the Contractor's plant.

12. Ownership and Risk of Loss

12.1 Risk of Loss. Despite any transfer of ownership, the Contractor is responsible for any loss or damage to the Work or any part of the Work until it is delivered to the stated delivery point in accordance with the Contract.

12.2 Title. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

13. Government Property

13.1 Use of Property. The Contractor must use all Government Property solely for the purpose of the Contract and all Government Property remains the property of Canada. The Contractor must maintain adequate accounting records of all Government Property and, whenever feasible, mark it as being the property of Canada.

13.2 Access to Canada's Property and Facilities. Canada's property, facilities, equipment, documentation, and personnel are not automatically available to the Contractor. If the Contractor would like access to any of these, it is responsible for making a request to the Technical Authority. Unless expressly stated in the Contract, Canada has no obligation to provide any of these to the Contractor. If Canada chooses, in its discretion, to make its property, facilities, equipment, documentation or personnel available to the Contractor to perform the Work, 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.

13.3 Care of Property. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

13.4 Return of Property. The Contractor must return all Government Property, unless the Contractor installs or incorporates it in the Work. All scrap and all waste materials, articles or things that are Government Property must, remain the property of Canada and must be disposed of only as directed by Canada.

13.5 Inventory of Property. At the time of completion of the Contract, and if requested by the Contracting Authority, the Contractor must provide to Canada an inventory of all Government Property relating to the Contract.

14. Access to Information.

Records created by the Contractor, and under the control of Canada, are subject to the [Access to Information Act](#). The Contractor acknowledges the responsibilities of Canada under the [Access to Information Act](#) and must, to the extent possible, assist Canada in discharging these responsibilities. Furthermore, the Contractor acknowledges that section 67.1 of the [Access to Information Act](#) provides that any person, who destroys, alters, falsifies or conceals a record, or directs anyone to do so, with the intent of obstructing the right of access that is provided by the [Access to Information Act](#) is guilty of an offence and is liable to imprisonment or a fine, or both.

15. Accounts and Audit

15.1 Accounts and Records. The Contractor must keep proper accounts and records of the Cost of performing the Work and of all expenditures or commitments made by the Contractor in connection with the Work, including all invoices, receipts, and vouchers. The Contractor must retain records, including bills of lading and other evidence of transportation or delivery, for all deliveries made under the Contract.

15.2 Records Retention. Unless Canada has consented in writing to its disposal, the Contractor must retain all the information described in this section for six years after it receives the final payment under the Contract, or until the settlement of all outstanding claims and disputes, whichever is later. During this time, the Contractor must make this information available for audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all reasonably required facilities for any audit and inspection and must furnish all the information as the representatives of Canada may from time to time require to perform a complete audit of the Contract.

15.3 Government Audit. The amount claimed under the Contract, calculated in accordance with its Basis of Payment provisions, is subject to government audit both before and after payment. If Canada conducts an audit after payment, the Contractor agrees to repay any overpayment immediately on demand by Canada. Canada may hold back, deduct and set off any credits owing and unpaid under this section from any money that Canada owes to the Contractor at any time (including under other Contracts). If Canada does not choose to exercise this right at any given time, Canada does not lose this right.

16. Insurance

16.1 Insurance Requirements. The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligations under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at the Contractor's expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

17. Certifications and Additional Information

17.1 Certifications and Additional Information

- a. **Compliance with Certifications.** 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.
- b. **Compliance with Laws.** The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.
- c. **Compliance with Code of Conduct.** In accordance with the [Code of Conduct for Procurement](https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html), each Bidder must comply with the Code of Conduct for Procurement. (<https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html>)
- d. **Contingency Fees.** The Contractor certifies that it has not, directly or indirectly, paid or agreed to pay and agrees that it will not, directly or indirectly, pay a Contingency Fee for the solicitation, negotiation or obtaining of the Contract to any person, other than an employee of the Contractor acting in the normal course of the employee's duties.
- e. **Ethics Codes for Public Service.** The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of interest Act, 2006, c. 9, s. 2, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct benefit resulting from the Contract.
- f. **Integrity Provisions.** The *Ineligibility and Suspension Policy* (the "Policy") and all related Directives incorporated by reference into the bid solicitation on its closing date are incorporated into, and form a binding part of the Contract. The Contractor must comply with the provisions of the Policy and Directives, which can be found on Public Works and Government Services Canada's website at [Ineligibility and Suspension Policy](https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html). (<https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>)
- g. **Condition of Material.** The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.
- h. **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.
- i. **Government Site Regulations.** The Contractor must comply with all regulations, instructions and directives in force on the site where the Work is performed.

18. Foreign Nationals

18.1 Canadian Contractor. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to Work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to Work in Canada to fulfill this Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary Work permit to a foreign national. The Contractor is responsible for all Costs incurred as a result of non-compliance with immigration requirements.

18.2 Foreign Contractor. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to Work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to Work in Canada to fulfill this Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any Work under this Contract in Canada. The Contractor is responsible for all Costs incurred as a result of non-compliance with immigration requirements.

19. Termination and Suspension

19.1 Termination for Convenience.

- a. **Termination for Convenience.** At any time before the completion of the Work, the Contracting Authority may, by giving notice to the Contractor, terminate for convenience the Contract or part of the Contract. In such case, Canada will pay the Contractor for Work that the Contractor has performed, Canada has accepted and that remains unpaid in accordance with the Contract Price. Canada will reimburse the Contractor the actual costs reasonably and properly incurred as a direct result of the termination, but in no case such reimbursement must exceed the Contract Price. The Contractor will have no claim for damages, compensation, loss of profit or otherwise, except as provided in this section.

19.2 Termination on Default.

- a. **Right to Terminate.** Canada may terminate the Contract with immediate effect by delivering notice of the termination to the Contractor if the Contractor
 - i. fails to perform any term of the Contract, or
 - ii. becomes bankrupt, makes an assignment for the benefit of creditors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor.

b. Effect of Termination

- i. For (a)(i) above, the termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.
- ii. For (a)(ii) above, the termination will take effect immediately.
- iii. **No Further Payment.** If Canada terminates the Contract for default, the Contractor will have no claim for further payment except as provided in this section.
- iv. **Completed Parts of the Work.** Upon termination of the Contract for default, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:

- 1. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
- 2. the Cost to the Contractor determined in accordance with subsection Payment of Outstanding Amounts below, in respect of anything else delivered to and accepted by Canada.

v. **Payment of Outstanding Amounts.** The Contractor will be liable to Canada for any amounts paid by Canada, including milestone payments, and for all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the Cost incurred by Canada in procuring the Work from another source.

vi. **Refund of Advance Payments.** The Contractor must promptly refund to Canada any amounts paid in advance covering the remainder of the term of the Contract after the effective date of termination.

vii. **Maximum Payment.** The total amount paid by Canada under the Contract to the date of the termination and any amount payable under this subsection must not exceed the Contract Price.

- c. **Termination in Error.** If the Contract is terminated for default, but it is later determined that grounds did not exist for a termination for default, the notice will be considered a notice of termination for convenience.

20. General Provisions

20.1 Status of Contractor. The Contractor is an independent Contractor engaged by Canada to perform the Work. The Contract does not create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel are an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

20.2 Entire Agreement. The Contract and the bid document are the entire agreement between the Parties and supersedes all previous negotiations, communications and agreements.

20.3 Amendment. Amendments to the Contract must be in writing and signed by the Parties.

20.4 Counterparts. The Parties may execute the Contract in several counterparts, each of which is an original and all of which constitute one single agreement between the Parties.

20.5 Assignment.

- a. The Contractor may only assign this agreement if
 - i. Canada agrees to the assignment in writing; and
 - ii. the Contractor remains responsible for the assignee's performance.
- b. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

20.6 Applicable Laws. The laws in force in [PROVINCE] (To be completed by the bidder. Indicated a Canadian province or territory will govern the Contract and the relations between the Parties and be used to interpret the Contract. The Contractor must comply with all laws applicable to the performance of the Contract and provide evidence of compliance with those laws to Canada if requested by the Contracting Authority.

20.7 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". <https://buyandsell.gc.ca/for-businesses/selling-to-the-government-of-canada/contract-management/dispute-resolution>

20.8 Powers of Canada. All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

20.9 Time of the Essence. It is essential that the Work be delivered within or at the time stated in the Contract.

20.10 Excusable Delay

- a. **Definition of Excusable Delay.** A delay in the performance by the Contractor of any obligation under the Contract that is caused by an event that
- i. is beyond the reasonable control of the Contractor,
 - ii. could not reasonably have been foreseen,
 - iii. could not reasonably have been prevented by means reasonably available to the Contractor, and
 - iv. occurred without the fault or neglect of the Contractor, is an "Excusable Delay" if the Contractor advises the Contracting Authority of the occurrence of the delay or of the likelihood of the delay as soon as the Contractor becomes aware of it. The Contractor must also advise the Contracting Authority, within 15 business days, of all the circumstances relating to the delay and provide to the Contracting Authority for approval a clear Workaround plan explaining in detail the steps that the Contractor proposes to take in order to minimize the impact of the event causing the delay.
- b. **Postponement of Delivery.** Canada will postpone for a reasonable time any delivery date or another date directly affected by an Excusable Delay. Any postponement will not exceed the duration of the Excusable Delay.
- c. **Right to Terminate.** However, if an Excusable Delay has continued for 30 days or more, the Contracting Authority may, by giving notice in writing to the Contractor, terminate the Contract. In such a case, the Parties agree that neither will make any claim against the other for damages, Costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.
- d. **Liability for Costs Incurred.** Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any Costs incurred by the Contractor or any of its subcontractors or agents as a result of an Excusable Delay.
- e. **Delivery of Completed Work.** If Canada terminates the Contract under this section, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work not delivered and accepted before the termination and anything that the Contractor has acquired or produced specifically to perform the Contract. Canada will pay the Contractor:
- i. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and
 - ii. the Cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

- f. The total amount paid by Canada under the Contract to the date of termination and any amounts payable under this subsection must not exceed the Contract Price.

20.11 Waiver. A waiver will only be valid if made in writing by the affected Party's representative. Neither Party's failure to enforce any rights under the Contract will be treated or interpreted as a waiver of that Party's rights.

20.12 Priority of Documents. If there is a conflict 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. these Articles of Agreement;
- b. Annex "Contract Definitions";
- c. Annex "Requirement";
- d. Annex "Basis of Payment";
- e. the Contractor's bid dated _____, *(insert date of bid) (If the bid was clarified or amended, insert the following at the time of Contract award: ", as clarified on _____" or ", as amended on _____" and insert date(s) of clarification(s) or amendment(s)).*

20.13 Authorities

a. Contracting Authority

- i. The Contracting Authority for the Contract is: Richard Sirois
Tel.: (514) 718-5993
E-mail: richard.sirois@tpsgc-pwgsc.gc.ca
- ii. The Contracting Authority is responsible for the management of the Contract and must authorize in writing any changes to the Contract. 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.

b. Project Authority (Will be indicated when the contract is awarded)

- i. The Project Authority for this Contract is:[PROJECT AUTHORITY NAME]
Tel: [PA PHONE NUMBER]
E-mail: [PA EMAIL]
- ii. The Work is for a department or agency. The Project Authority represents that department or agency. The Project Authority is responsible for all matters concerning the technical content of the Work under the Contract. The Contractor may discuss technical matters with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Only the Contracting Authority can issue a Contract amendment to make changes to the scope of the Work.

Solicitation No. - N° de l'invitation
01B30-210697/A
Client Ref. No. - N° de réf. du client
01B30-21-0697

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43284

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

c. Contractor's Representative (To be completed by the bidder)

i. The Contractor's Representative for this Contract is:[CONTRACTOR REPRESENTATIVE NAME]

Tel: [CR PHONE NUMBER]

E-mail: [CR EMAIL]

Annex Bid Solicitation Definitions

In this Solicitation, unless the context otherwise requires, the following terms shall have the following meanings.

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada such as the Quebec Sales Tax (QST) as of April 1, 2013.

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made.

"Bidder" means the person or entity (or, in the case of a joint venture, the persons or entities) submitting a bid. A bidder can be a sole proprietorship, corporation, partnership, joint venture, or natural person. The term "Bidder" in this solicitation does not include the parent, subsidiaries, or other affiliates of the bidder, or its subcontractors.

"Canada" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

"Canadian good" means a good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory" is to be replaced with "Canada".

"Canadian service" means a service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.

"Variety of goods" When requirements consist of more than one good, one of the two methods below is applied: (a) aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or, (b) item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.

"Variety of services" For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.

"Mix of goods and services": When requirements consist of a mix of goods and services, no

less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).

"Other Canadian goods and services": Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

"Client" means the department or agency for which the Work is performed.

"Contract" means the Articles of Agreement, these general conditions, any supplemental general conditions, annexes, and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.

"Contracting Authority" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract.

"Contractor" means the person, entity or entities named in the Contract to supply goods, services, or both to Canada.

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes.

"Cost" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract.

"Date of payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.

"Device" means equipment having a physical central processor unit (CPU), mass storage, and input output devices such as keyboard and monitor and includes servers, desktops, workstations, notebooks, laptops, personal digital assistants, and mobile computing equipment.

"Government guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is:

- (a) payable to bearer;
- (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations;
- (c) registered in the name of the Receiver General for Canada.

"Irrevocable standby letter of credit" means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf,

- (a) will make a payment to or to the order of Canada, as the beneficiary;
- (b) will accept and pay bills of exchange drawn by Canada;
- (c) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or

(d) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with.

In addition, it must:

- (a) state the face amount which may be drawn against it;
- (b) state its expiry date;
- (c) provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office;
- (d) provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit;
- (e) provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and
- (f) be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer

An amount becomes "**overdue**" when it is unpaid on the first day following the day on which it is due and payable according to the Contract.

"**Party**" means Canada, the Contractor, or any other signatory to the Contract, and "Parties" means all of them.

"**Specifications**" means the description of the essential, functional, or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met.

"**Work**" means all the activities, services, goods, equipment, matters, and things required to be done, delivered, or performed by the Contractor under the Contract.

Annex Contract Definitions

In this Contract, unless the context otherwise requires, the following terms have the following meanings.

"Applicable Taxes" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada.

"Average Rate" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made.

"Bank Rate" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.

"Canada", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

"Contract" means the Articles of Agreement, the terms and conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.

"Contractor" means the person, entity or entities named in the Contract to supply goods, services or both to Canada.

"Contract Price" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes.

"Contract Period" means the entire period of time during which the Contractor is obliged to perform the Work, which includes initial Contract Period and the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.

"Cost" means Cost determined according to Contract Cost Principles 1031-2 as revised to the date of the bid solicitation or, if there was no bid solicitation, the date of the Contract.

"Date of Payment" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.

"Government Property" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the Cost of which is paid by Canada under the Contract.

"Overdue" means an amount that is unpaid on the first day following the day on which it is due and payable according to the Contract.

"Party" means Canada, the Contractor, or any other signatory to the Contract and **"Parties"** means all of them.

"security deposit" means (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or (b) a government guaranteed bond; or (c) an irrevocable standby letter of credit, or (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board.

"approved financial institution" means (a) any corporation or institution that is a member of the Canadian Payments Association (Payments Canada); (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; (c) a credit union as defined in paragraph 137(6) of the Income Tax Act; (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or (e) the Canada Post Corporation.

"government-guaranteed bond" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is: (a) payable to bearer; (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations; (c) registered in the name of the Receiver General for Canada.

"irrevocable standby letter of credit" (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf, (i) will make a payment to or to the order of Canada, as the beneficiary; (ii) will accept and pay bills of exchange drawn by Canada; (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with;

(a) must state the face amount which may be drawn against it; (b) must state its expiry date; (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office; (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit; (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

Solicitation No. - N° de l'invitation
01B30-210697/A
Client Ref. No. - N° de réf. du client
01B30-21-0697

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43284

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

"Specifications" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met.

"Work" means all the activities, services, goods, equipment, matters and things that the Contractor is required to do, deliver or perform under the Contract.

Annex “Requirement”

ELECTRIC FORKLIFT

1. Background

This equipment is required for the Saint-Hyacinthe Research and Development Centre (RDC) (Saint-Hyacinthe, Quebec, Canada) to replace a Toyota FBA15 forklift dating from 1984.

It is used to lift and move heavy loads such as compressors, motors and delivery pallets. It is used by Agriculture and Agri-Food Canada staff (store, pilot plant and facilities management services), all of whom are qualified for its use. It should be noted that this equipment must be used indoors and outdoors, in summer and in winter.

In this context, here are the specifications of the forklift:

2. Technical criteria:

The forklift must have:

1. Three wheels to reduce the turning arc by about 10 feet;
2. Puncture-proof wheels designed for indoor and outdoor use;
3. Electric propulsion;
4. Active control of the mast to ensure stability;
5. Overall mast height of maximum 83.5 inches when lowered;
6. Automatic fork leveling;
7. 42” × 4” × 1.4” class-II fork;
8. Fork with side shift mechanism;
9. Minimum actual lifting capacity of 2,600 pounds with fork fully raised; and
10. Power steering with automatic steering wheel tilt.

3. Additional equipment included

1. 48-V electrical system;
2. Left and right mirrors;
3. Anti-static strap;
4. Support handle with horn button;
5. Strobe light;
6. Front LED combination lights;
7. Rear LED combination lights;
8. LED headlights;
9. Steering wheel with knob;
10. Synchronized steering;
11. Back-up alarm;
12. French display kit (QC);
13. 48 V batteries must be included;
14. 48 V battery charger;

- 15. Parts manual;
- 16. Service manual.

4. Warranty

A copy of the manufacturer's warranty document must be provided.

5. Included delivery

The forklift must be delivered to the Saint-Hyacinthe RDC, located at the following address:

Saint-Hyacinthe Research and Development Centre
Agriculture and Agri-Food Canada
3600 Casavant Boulevard West
Saint-Hyacinthe, QC
J2S 8E3

6. Training

Complete training must be given in French at the Saint-Hyacinthe RDC to one or more users. The training must include, but is not limited to: maintenance, use, calibration and operation of the forklift. In addition, training must be provided within 2 weeks of delivery and acceptance of the equipment by Agriculture and Agri-Food Canada.

7. Deliverables

Upon delivery of the forklift, provide all technical documentation, operator's manuals and parts service manual (complete user, maintenance and service guides) in French and English, in two hard copies and in electronic version.

Annex “Basis of Payment”

Item	Description	Qty	Unit price	Total *
1	Forklift Brand : _____ Model : _____	1	_____ \$	_____ \$
2	Delivery (incoterm 2010 DDP)	1	_____ \$	_____ \$
3	Training	1	_____ \$	_____ \$
Total (item 1+2+3)				_____ \$

If the currency is different from CAD \$, please indicate: _____

*Applicable taxes extra

Annex “Mandatory Technical Criteria”

Indicate where in you **documentation or data sheets** where the following mandatory specifications are demonstrated:

The bidder must clearly demonstrate, by submitting a technical data sheet or any other document that it meets each of the mandatory technical evaluation criteria mentioned below.

Failure to do so will render the bid non-responsive.

Item	Mandatory specifications	Specify the location in the documentation of technical sheets where the required mandatory specifications are demonstrated.
A	Three wheels to reduce the turning arc by about 10 feet	
B	Overall mast height of maximum 83.5 inches when lowered	
C	Minimum actual lifting capacity of 2,600 pounds with fork fully raised	

Annex Bid Submission Form

1. Bidder's Full Legal Name

The "Bidder" is the person or entity (or, for a joint venture, the persons or entities) submitting the proposal. Bidders who are part of a corporate group should carefully the corporation that is the actual bidder.

Name

[BIDDER'S FULL LEGAL NAME]

2. Procurement Business Number

(If the PBN does not match the bidder's legal name, the bidder will be determined based on the legal name provided; not based on the PBN, and the bidder will be required to submit the PBN that matches its legal name.)

3. Identification of Joint Venture Parties

For a proposal submitted on behalf of a joint venture, provide the information or indicate "N/A" if not applicable.

Name(s) of Joint Venture Member

PBN(s) of Joint Venture Member

Authorized Representative of the Bidder

Name

Title

Telephone Number

Fax Number

Email

4. Applicable Laws

Bidders may substitute the applicable laws of another Canadian province or territory by deleting the name of the specified jurisdiction and inserting the name of the province or territory of their choice. If no change is made, the Bidder acknowledges its acceptance of the jurisdiction specified in the solicitation.

Solicitation No. - N° de l'invitation
01B30-210697/A
Client Ref. No. - N° de réf. du client
01B30-21-0697

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43284

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

Applicable Laws	
5. Electronic Payments	
The Bidder accepts the following payments (please check all that apply):	
<input type="checkbox"/> VISA Acquisition Card <input type="checkbox"/> MasterCard Acquisition Card <input type="checkbox"/> Direct Deposit (Domestic and International)	
Signatures	
Signature of Representative authorized to sign on behalf of the Bidder	
Name and Title of Representative authorized to sign on behalf of the Bidder.	Name: Title: Date:

Annex - Bidder Declaration Form

Bidder Name	
Bidder's Procurement Business Number (PBN)	
Bid Number	
Please respond to each certification applicable to the bid below, once you have read and understood each statement and sign this declaration. The Bidder certifies to Canada that its response below are complete and truthful.	
Federal Contractors Program for Employment Equity (FCP)	
1. Eligibility to Bid Federal Contractors Program for Employment Equity	<input type="checkbox"/> The Bidder, and any of its members if it is a joint venture, is not named on the Federal Contractors Program (FCP) for Employment Equity " FCP Limited Eligibility to Bid " list. https://www.canada.ca/en/employment-social-development/corporate/portfolio/labour/programs/employment-equity/federal-contractors.html <i>Canada may declare a bid non-responsive if the Bidder, or any of its members if the Bidder is a joint venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.</i>
2. Canadian Content Certification	<p>a. This procurement is conditionally limited to Canadian goods.</p> <p>b. Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids for items with a certification that the item(s) offered are Canadian goods, as defined in <i>Annex Bid Solicitation Definitions</i>, may be considered.</p> <p>c. Failure to provide this certification completed with the bid will result in the item(s) offered being treated as non-Canadian goods.</p> <p>Bidders must clearly identify below which items meet the definition of Canadian good and complete the certification below.</p> <p><input type="checkbox"/> The Bidder certifies that the item(s) offered and identified as Canadian goods are Canadian goods as defined in <i>Annex Bid Solicitation Definitions – Canadian Good</i>.</p>
Accuracy and Integrity	
Accuracy of information	<input type="checkbox"/> All the information that the Bidder submits with its bid is true, accurate, and complete as of the date indicated below.
Code of Conduct for Procurement	<input type="checkbox"/> The Bidder complies with Canada's Code of Conduct for Procurement .

Solicitation No. - N° de l'invitation
01B30-210697/A
Client Ref. No. - N° de réf. du client
01B30-21-0697

Amd. No. - N° de la modif.
File No. - N° du dossier
MTA-0-43284

Buyer ID - Id de l'acheteur
MTA490
CCC No./N° CCC - FMS No./N° VME

	https://www.tpsgc-pwgsc.gc.ca/app-acq/cndt-cndct/contexte-context-eng.html
Ineligibility and Suspension Policy	<p><input type="checkbox"/> The Bidder has read, understands, and complied with the requirements of Canada's Ineligibility and Suspension Policy and applicable directives in effect on the bid solicitation issue date.</p> <p><input type="checkbox"/> The Bidder is not currently suspended, or ineligible under Canada's Ineligibility and Suspension Policy.</p> <p><input type="checkbox"/> The Bidder understands that any subsequent criminal charges or convictions may result in the Bidder's suspension or ineligibility to contract with Canada.</p>
Best Delivery Date	While delivery is requested as soon as possible, the best delivery that could be offered is _____. (To be completed by the bidder)