

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving - PWGSC / Réception des soumissions -  
TPSGC  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**SOLICITATION AMENDMENT**  
**MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

**Comments - Commentaires**

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

**Issuing Office - Bureau de distribution**  
Vehicles & Industrial Products Division  
11 Laurier St./11, rue Laurier  
7A2, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

<b>Title - Sujet</b> 40 Cu Yd Front Load Refuse Truck	
<b>Solicitation No. - N° de l'invitation</b> 21120-149441/A	<b>Amendment No. - N° modif.</b> 001
<b>Client Reference No. - N° de référence du client</b> 21120-149441	<b>Date</b> 2014-03-10
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-916-64744	
<b>File No. - N° de dossier</b> hp916.21120-149441	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2014-04-09</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Paravan, Tony	<b>Buyer Id - Id de l'acheteur</b> hp916
<b>Telephone No. - N° de téléphone</b> (819) 956-3963 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

This Solicitation Amendment is raised to provide a response to a question from a potential bidder, and to amend this Solicitation as follows due to policy changes:

Q 1:

**Reference Annex “A”, Section 2.9.2 “Cold Weather Starting Aid”, Paragraphs 2.9.2.1. thru 2.9.2.1.4**

We have some safety concerns with the “ether injection system” configuration requested in the referenced paragraphs. As a result, our proposed solution with the 11 liter engine would include an intake pre-heater, a block heater and an oil pan heater, which will still maintain starting in -40 degree temperatures. Can you please confirm this is an acceptable alternative?

A 1: Yes.

**Policy Changes:**

1. At Table of Contents, Part 5, Item 1:

Delete: 1. Mandatory Certifications Required Precedent to Contract Award  
 Insert: 1. Certifications Required Precedent to Contract Award

2. At Part 2, Bidders Instructions, Article 1:

Delete: 2003 (2013-06-01)  
 Insert: 2003 (2014-03-01)

3. At Part 5, Certifications;

Delete: Part 5 in its entirety

Insert: PART 5 - CERTIFICATIONS

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

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the contract, 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 may render the bid non-responsive or constitute a default under the Contract.

## **1. Certifications Required Precedent to Contract Award**

### **1.1 Integrity Provisions - Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/ineq.html](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/ineq.html)) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

#### **4. At Part 6, Resulting Contract Clauses, Article 3.1:**

Delete: 2010A (2013-04-25)

Insert: 2010A (2014-03-01)

#### **5. At Part 6, Resulting Contract Clauses, Article 8. Certifications**

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Delete: Article 8 in its entirety;

Insert: **8. Certifications**

**8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to, provide the associated information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

6. At Part 6, Resulting Contract Clauses, Article 10. Priority of Documents, Sub-para (b):

Delete: 2010A (2013-04-25)

Insert: 2010A (2014-03-01)

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**