

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

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

Proposal To: Public Works and Government
Services Canada

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

Proposition aux: Travaux Publics et Services
Gouvernementaux Canada

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

Comments - Commentaires

Title - Sujet DUAL RIDER SNOWMOBILES	
Solicitation No. - N° de l'invitation 23239-150175/A	Date 2015-01-19
Client Reference No. - N° de référence du client 23239-150175	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-604-66576	
File No. - N° de dossier hs604.23239-150175	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-03-03	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bertrand(hs604), Alain	Buyer Id - Id de l'acheteur hs604
Telephone No. - N° de téléphone (819) 956-4025 ()	FAX No. - N° de FAX (819) 956-5227
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Industrial Vehicles & Machinery Products Division
11 Laurier St./11, rue Laurier
7B1, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

Delivery Required - Livraison exigée See Herein	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

Solicitation No. - N° de l'invitation

23239-150175/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hs60423239-150175

Buyer ID - Id de l'acheteur

hs604

Client Ref. No. - N° de réf. du client

23239-150175

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document is divided into seven (7) parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments include the Annex A – Pricing and the purchase description.

2. Summary

The Department of National Defence has a requirement to purchase ten (10) dual rider snowmobiles and ancillary items in accordance with the Purchase Description Snowmobile – Dual Rider dated January 17 2015 and as described at Annex A - Pricing.

The requirement includes an option to purchase up to twenty (20) dual rider snowmobiles and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

3. Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement, the North American Free Trade Agreement, the Canada-Columbia Free Trade Agreement, the Canada-Peru Free Trade Agreement, the Canada-Panama Free Trade Agreement and the Agreement on Internal Trade.

4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days from receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.

The 2003 (2014-09-25) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 05.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation

Insert: Bids will remain open for acceptance for a period of not less than ninety (90) calendar days from the closing date of the bid solicitation

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

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

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

4. Applicable Laws - Bid

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

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

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications, Statement of Work or Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

6. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority (I/A) or the Procurement Authority (I/A), thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

1. Substitutes and Alternatives

Bidders may propose substitutes and alternatives where "shall^(E)" is indicated in the technical requirement description (Purchase Description/Statement of Requirement/Statement of Work).

- 1. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance will be considered for acceptance by the Technical Authority where the Bidder:

-
- (a) Clearly identifies a substitute and/or an alternative;
 - (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
 - (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
 - (d) Provides complete specifications and brochures, where applicable;
 - (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
 - (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.
2. Substitutes and alternatives offered as equivalent in form, fit, function quality and performance will not be considered for acceptance by the Technical Authority if:
 - (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or
 - (b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.
 3. Bidders are encouraged to offer or suggest green products whenever possible.

Section II: Financial Bid

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 7 and Annex A - Pricing. The total amount of applicable taxes must be shown separately.

Bidders should complete Annex A and submit it with their bid.

1. SACC Manual Clauses

1.1 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments with its bid, indicating the Foreign

Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

Section III: Certifications

1. Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

1. Additional Information

Canada requests that bidders submit the following information:

1.1 Best Delivery Date – Bid

1.1.1 Firm Quantity

While delivery of the equipment/vehicle is requested by 30 March 2015, the best delivery that could be offered is as follows:

Item 001 – ten (10) dual rider snowmobiles and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

1.1.2 Optional Quantity

The best delivery that could be offered is as follows:

Item 002 - If an option is exercised, up to twenty (20) dual rider snowmobiles and ancillary items will be delivered within _____ weeks/calendar days.

1.2 Supplier Contacts

Name and telephone number of the person responsible for:

General enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

1.3 After Sales Service

Canada requests that the Bidder provide the names, addresses and telephone numbers of their dealers and/or agents authorized to provide after sales service, maintenance and warranty repairs, and a full range of repair parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery location and the authorized dealer and/or agent and the delivery location, which should not be more than 100 kilometres.

Distance between the delivery location and the dealer and/or agent: _____ km

Name: _____

Address: _____

Telephone number: _____

1.4 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of **twelve (12) months**. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

1.5 Extended Warranty Period

Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the minimum warranty period of twelve (12) months

If yes, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any ancillary items.

Any extended warranty period offered will not be included in the financial evaluation.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1. Mandatory Technical Evaluation Criteria

1.1.1 Mandatory Proof of Compliance

Bidders must submit, with their bid, all proof of compliance required in the Purchase Description.

1.1.2 Substitutes and/or Alternatives

Bidders proposing substitutes and/or alternatives must provide with their bid, all the information as detailed in Part 3, Section 1, - Substitutes and Alternatives to be considered for evaluation.

1.2. Mandatory Financial Evaluation Criteria

1.2.1. Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex A - Pricing for items 001 and 002.

1.2.2 The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for item 001 the firm quantity and FCA Free Carrier at Contractor's Canadian facility or the Contractor's Canadian Distribution Point, Incoterms 2000 and for items 002 (optional quantity), Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

1.2.3 Evaluated Aggregate Price

Bids will be evaluated on an aggregate price basis for the firm quantity, the optional quantity as follows:

- a) the firm lot prices for the firm quantity will be multiplied by their identified quantities to obtain the evaluated price of the firm quantity;
- b) the firm lot prices for the optional quantity will be multiplied by the identified estimated quantities to obtain the evaluated of the optional quantity;
- d) the sum of all evaluated prices will determine the evaluated aggregate price

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract.

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_equity/eq/emp/fcp/list/inelig.shtml) 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.

2. Additional Certifications Precedent to Contract Award

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

2.1 Product Conformance

The Bidder certifies that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of the purchase description(s).

This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

Bidder's authorized representative signature

Date

PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Financial Capability

SACC Reference	Title	Date
A9033T	Financial Capability	2012-07-16

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Requirement - Contract

The Contractor must deliver ten (10) dual rider snowmobiles and ancillary items in accordance with the Purchase Description Snowmobile Dual Rider dated January 2015 and at Annex A - Pricing.

An option is included to purchase up to twenty (20) dual rider snowmobiles and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

1.1 Technical Changes, Substitutes and Alternatives

Any technical changes, substitutes and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function, quality and performance to what is being replaced and must be at no additional cost to Canada. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the substitute or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

1.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described herein under the same conditions and at the prices and or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The option may be exercised at the discretion of Canada in whole or in part or in more than one occasion, up to the maximum quantity identified herein.

The Contracting Authority may exercise the option within twelve (12) months after contract award by sending a written notice to the Contractor.

The Contractor must advise the Technical Authority and Contracting Authority of any design updates that could affect the procurement of additional vehicles/equipment.

2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2010A (2014-11-27), General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

Delete subsection 2 in its entirety and replace with the following:

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

If action to effect repairs under warranty cannot be initiated within two (2) working days and completed within a reasonable length of time or if the Contractor has no repair facilities in the immediate vicinity (within 100 kilometres) of the specified delivery destinations (consignees), Canada reserves the right to make such repairs and be reimbursed by the Contractor at the rate of \$103.91 per hour for labour and the cost for replaced parts.”

All other provisions of the warranty section remain in effect.

3. Term of Contract

3.1 Delivery Date

Delivery of the vehicle/equipment must be made as follows:

Firm Quantity

Item 001 – ten (10) dual rider snowmobiles and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days from the effective date of the contract.

Optional Quantity

Item 002 - If the option is exercised, up to twenty (20) and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days after an option is exercised.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Alain Bertrand
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
LEFTD - HS Division
Place du Portage, Phase III, 7B1
Gatineau, Quebec K1A 0S5
Telephone: 819-956-4025
Facsimile: 819-956-5227
E-mail address: alain.bertrand@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

4.2 Procurement Authority

The Procurement Authority for the contract is:

To be inserted by PWGSC

DLP _____

National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Telephone: _____
Facsimile: _____
E-mail address: _____

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

4.3 Contractor's Representative

General enquiries

Name: To be inserted by PWGSC

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up

Name: To be inserted by PWGSC

Telephone No. _____

Facsimile No. _____

E-mail address: _____

4.5 After Sales

The following dealer and/or agent is authorized to provide after sales service, maintenance and warranty repairs; and a full range of repair parts for the vehicle/equipment offered:

Distance between the delivery location and the dealer and/or agent: to be inserted by PWGSC
km

Name:

Address:

Telephone Number:

5. Payment**5.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price(s) specified in Annex "A" - Pricing, and as follows:

5.1.1 Basis of Payment (BOP) Type 1

Firm lot prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

5.1.2 Basis of Payment (BOP) Type 2

Firm lot prices in Canadian dollars, FCA Free Carrier, Incoterms 2000 at Contractor's Canadian facility or Contractor's Canadian distribution point, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

5.2 SACC Manual Clauses

SACC Reference	Title	Date
C6000C	Limitation of Price	2011-05-16
H1000C	Single Payment	2008-05-12

5.3 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$
 where formula variables correspond to:

FCC

Foreign Currency Component (per unit)

 i_0

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

 i_1

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty

quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (i.e. $[i_1 - i_0] / i_0$).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

6. Invoicing

6.1 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.
3. The Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no taxes payable as they were claimed and payable under the previous invoice for the vehicle/equipment/service.
4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.
5. Each invoice must be supported by:
 - (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
7. Invoices must be distributed as follows:
 - (a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.
 - (b) One (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - (c) One (1) copy must be forwarded to the consignee.

7. Certifications

7.1 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.

8. Applicable Laws - Contract

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

9. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the 2010A (2014-11-27) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Pricing;
- (d) Purchase Description for Snowmobiles, Dual Rider dated January 17, 2015
- (e) The Contractor's bid dated (to be inserted by PWGSC) _____, as amended (to be inserted by PWGSC) _____.

10. SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Vehicle Safety	2011-05-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2011-11-27
D5510C	Quality Assurance Authority - (DND) - Canadian Based Contractor	2014-06-26
D5545C	ISO 9001:2008 Quality Management Systems - Requirements (QAC C)	2010-08-16
G1005C	Insurance	2008-05-12

11. Inspection and Acceptance

The Technical Authority or his representative is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or its representative. Should any report, document, good or service not be in accordance with the requirements of the Purchase Description and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

12. Preparation for Delivery

1. The vehicle/equipment shall be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to the inspection authority or consignee at the final delivery location.

2. All vehicles/equipment are to be delivered by appointment only. Any attempt by the carrier to deliver the vehicles/equipment without an appointment may be refused. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable, to pay for any additional costs.

13. Shipping Instructions - Delivery at Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (in accordance with Annex A - Pricing) as specified below. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

2. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in Annex A - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

14. Tools and Loose Equipment

For shipment verification, all items and tools, which are shipped loose with the vehicle/equipment must be listed on the Inspection Certificate (CF1280) or on an attached packing note.

15. Assembly/Preparation at Delivery

The Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all vehicles/equipment delivered. The assembly/preparation must be performed at no additional cost to Canada.

16. Interchangeability

Unless changes during the production run are authorized by the Contracting Authority, all vehicles/equipment supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

17. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired.

Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority (I/A) or the Procurement Authority (I/A), thereby reducing printed material.

The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

ANNEX A - PRICING

Item 001 – Dual Rider Snowmobiles (Firm Quantity)

The Contractor must deliver ten (10) dual rider snowmobiles and ancillary items such as but not limited to vehicle manuals, emergency tool kit and warranty letter in accordance with the attached Purchase Description Snowmobile-Dual Rider dated 17 January 2015

The dual rider snowmobiles and ancillary items must be delivered to:

National Capital Region

The contact person at destination is: (to be inserted by PWGSC).

Firm lot price of \$ _____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 7, Basis of Payment Type 1.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

Item 002 – Dual Rider Snowmobiles (Optional Quantity)

If this option is exercised, the Contractor must deliver up to twenty (20) dual rider snowmobiles and ancillary items such as but not limited to to vehicle manuals, emergency tool kit and warranty letter in accordance with the attached Purchase Description Snowmobile-Dual Rider dated 17 January 2015

Firm lot price of \$ _____ per vehicle/equipment and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 2.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

Item 003 – Extended Warranty Period

If the warranty period is extended for an additional period of _____ months/calendar days, the Contractor will be paid a firm unit price of \$ _____ per vehicle/equipment, Goods and Services Tax or the Harmonized Sales Tax extra.

(Item 003 will not be included in the financial evaluation)

PURCHASE DESCRIPTION SNOWMOBILE – DUAL RIDER

1.0 SCOPE

1.1 Scope

This Purchase Description covers the requirement for a snowmobile, dual rider, suitable for use by the Polar Continental Shelf Program (PCSP) in the high Arctic.

1.2 Instructions

The following instructions apply to this Purchase Description:

- (a) Requirements, which are identified by the word “shall”, are mandatory. Deviations will not be permitted;
- (b) Requirements identified by “shall^(E)” are mandatory. The Technical Authority will consider substitutes/alternatives for acceptance as an Equivalent;
- (c) Requirements identified with a “will” define actions to be performed by Canada and require no action/obligation on the Contractor’s part;
- (d) Where “shall”, “shall^(E)”, or “will” are not used, the information provided is for guidance only;
- (e) In this document "provided" shall mean "provided and installed";
- (f) Where technical certification is required, a copy of the certification or an acceptable proof of compliance shall be provided upon request;
- (g) Metric measurements shall be used to define the requirement. Other measurements are for reference only and may not be exact conversions; and
- (h) Dimensions stated as nominal shall be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

1.3 Definitions

The following definitions apply to the interpretation of this Purchase Description:

- (a) “Technical Authority” - The government official responsible for technical content of this requirement;
- (b) “Equivalent” - A standard, means, or component type, which has been accepted by the Technical Authority as meeting the specified requirements for form, fit, function and performance;
- (c) “Proof of Compliance” is defined as an unaltered document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software. The document shall provide detailed information on each performance requirement and/or specification. Where a document submitted as Proof of Compliance does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are

required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications shall be provided. The certificate shall detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications; and

- (d) “Heavy Duty” – Represents the most durable item that is commercially available which may be in excess of the manufacturer’s standard quality or capacity.

1.4 Delivery Requirement Summary

The following details the delivery requirements:

1.4.1 Mandatory

The Contractor shall deliver the following:

Item	Description	Location	Qty
I	Snowmobile	National Capital Region	10

1.4.2 Option I

PCSP reserves the right to exercise an option for up to the following quantities within twelve (12) months of Contract Award:

Item	Description	Location	Qty
I	Snowmobile	National Capital Region	20

1.6 Configuration Capability Table

The following table details the minimum design requirements, which shall be met for the configuration offered:

Description	Clause	Quantity	Units
Overall Vehicle Width (Max)	2.5.1 (a)	1,066.8	mm
		42	in
Overall Vehicle Length (Max)	2.5.1 (b)	3,175	mm
		125	in
Overall Vehicle Weight (Dry / Max)	2.5.1 (c)	211	kg
		465	lbs
Carrying Capacity	2.5.2(a)	227	kg
		500	lbs
Towing Capacity	2.5.2(b)	454	kg
		1000	lbs
Engine Displacement	2.8(d)	550	cc
		55	hp

1.7 Applicable Documents

The following documents form part of this Purchase Description. Web sites for the organization are given where available. Effective documents are those in effect on date of manufacture. Sources are as shown:

SAE Handbook

Society of Automotive Engineers Inc.
400 Commonwealth Drive,
Warrendale, PA, 15096
www.sae.org

Canadian Motor Vehicle Safety Standards (CMVSS)

International Standards Council of Canada

Safety Act and Regulations

Standardization Branch. 350 Sparks St
Suite 1200. Ottawa. Ontario K1P 6N7

2.0 REQUIREMENTS

2.1 Standard Design

The snowmobile shall:

- (a) Be the manufacturer's latest model having demonstrated industry acceptability by having been manufactured and sold commercially for at least two (2) years;
- (b) Have engineering certification available, upon demand, for this vehicle/equipment from the original manufacturers of major equipment systems and assemblies;
- (c) Conform to all applicable laws, regulations and industrial standards governing manufacture, safety, noise levels and pollution in effect in Canada at the time of manufacture; and
- (d) Not have system and component capacities increased above published ratings (i.e. product or component brochures).

2.2 Operating Conditions

The snowmobile shall operate safely and efficiently in extreme Arctic weather conditions (ie: -40° C)

2.3 Safety Standards

2.3.1 Vehicle Safety Regulation

The snowmobile shall meet the provisions of the CMVSS in effect upon the date of manufacture of the vehicle.

2.3.2 Human Engineering and Safety

The snowmobile systems and components shall:

- (a) Be designed for easy performance of all maintenance and repair tasks with a minimum of special tools. A 95th percentile male or 5th percentile female (as per SAE Rule B3.9.3) shall be able to easily access all engine, drive train heating/cooling system, electrical and hydraulic components for preventive maintenance, removal and repair tasks;
- (b) Be safe and easy to use by a 95th percentile male or 5th percentile female under all operating conditions; and
- (c) Be equipped, where required for operator safety, with safety features such as warning and instruction plates, heat shields and protective covers over rotating/moving parts;

- (d) Be equipped with rear view mirrors;
- (e) Be equipped with a passenger strap on a one-piece seat;
- (f) Be equipped with a removable windscreen; and
- (g) Be equipped with non-slip footrests and running boards.

2.4 Maintainability

All maintenance and repair tasks, especially routine operator maintenance, shall be easy to perform with a minimum of special tools and skills.

2.5 Dimensions and Performance

2.5.1 Dimensions

The snowmobile shall have the following dimensions:

- (a) An overall vehicle width of no more than that given as “OVERALL VEHICLE WIDTH” in the Configuration Capability Table.
- (b) An overall exterior length of no more than that given as “OVERALL VEHICLE LENGTH” in the Configuration Capability Table.
- (c) An overall vehicle weight of no more than that given as “OVERALL VEHICLE WEIGHT (DRY)” in the Configuration Capability Table.

2.5.2 Performance

The Snowmobile with the rated payload shall be capable of:

- (a) Carrying, in some distribution over the length of the vehicle, a load of at least that given as “CARRYING CAPACITY” in the Configuration Capability Table; and
- (b) Towing at least the load given as “TOWING CAPACITY” in the Configuration Capability table.

2.6 Operator Station

The snowmobile operator station shall^(E):

- (a) Be designed for dual rider;
- (b) Afford max protection to the operator, through the use of cowl/windscreen design;
- (c) Provide all the controls necessary to operate the vehicle and monitor its performance;
- (d) Be equipped with adjustable handle bar, heated handlebar grips and heated throttle control; and
- (e) Be a “ride on” snowmobile where the centerline of the operator is over the fore/aft centerline of the snowmobile.

2.7 Chassis

The snowmobile chassis shall^(E) include:

- (a) A sturdy aluminum chassis frame, equipped with chassis re-enforcements;
- (b) A front wrap around guard (*bumper*) & rear heavy duty guard (*bumper*) to limit damage to mechanical components and body;
- (c) A Hood (or Cowl) to protect the operator and cover the engine as well as other mechanical components;
- (d) Rear snow-guard located behind the track to prevent the operator being sprayed by snow;
- (e) A towing hitch; and
- (f) A rear cargo rack with a capacity of 50 lbs.

2.8 Motor

The snowmobile engine shall^(E):

- (a) Be powered by gasoline, and capable of continued operation on poor quality (e.g., low flash point, secondary contaminants, etc.) and/or low octane (85-87 or less) fuel;
- (b) Be two-stroke, two cylinder, air cooled;
- (c) Be equipped with a carburetor (*no fuel injection or turbocharge systems*); and
- (d) Have an engine displacement of at least that given as "ENGINE DISPLACEMENT" in the Configuration Capability Table.

2.9 Fuel Capacity

The snowmobile shall have a fuel capacity of at least 38.8 litres (10 US Gallons).

2.10 Cooling System

The snowmobile shall be equipped with the manufacturer's standard air/fan cooling system.

2.11 Transmission/Power Train

The snowmobile shall be equipped with:

- (a) An automatic drive clutch system, with forward and reverse ranges;
- (b) Skis that are equipped with ski handle;
- (c) Skis that have carbide runners;
- (d) Independent shock suspension on each ski;
- (e) Rear dual shock track suspension system; and
- (f) A drive clutch system.

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2.12 Brake System

The snowmobile shall be equipped with the manufacturer's standard brakes as follows:

- (a) Single lever actuated, braking system; and
- (b) A hand-lever actuated parking brake.

2.13 Steering

The snowmobile shall be equipped with manufacturer's standard steering system.

2.14 Controls

The snowmobile shall be equipped with the manufacturer's standard controls.

2.15 Instruments

The snowmobile shall be equipped with the manufacturer's standard instruments to include:

- (a) A speedometer;
- (b) A tachometer;
- (c) A fuel gauge;
- (d) A low oil warning light;
- (e) A temperature gauge;
- (f) A high/low beam indicator.

2.16 Lighting / Electrical

The snowmobile shall be equipped with the manufacturer's standard lighting to include:

- (a) 12 volt electrical system;
- (b) Electric start, w/ manual pull backup;
- (c) Front headlight w/ high/low beam;
- (d) Rear brake light; and
- (e) 12 volt DC power outlet (cigarette lighter style).

2.17 Additional requirements

Each snowmobile must come equipped with a protection cover

2.18 Lubricants and Fluids

The snowmobile shall be serviced with the manufacturer's non-proprietary standard lubricants / fluids.

2.19 Identification

The following information shall be permanently marked in a conspicuous and protected location:

- (a) Manufacturer's name, model and serial number; and

- (b) Vehicle Identification Number (VIN), where applicable.

2.20 Vehicle Delivery Condition

The vehicle shall be delivered to destination in a fully operational condition (serviced and adjusted) and both the interior and exterior shall be cleaned. If the vehicle requires assembly at destination, the Contractor shall be responsible for all manpower and equipment to perform assembly. The consignee will provide the area required for assembly. For shipment verification, all items such as wheel wrenches, jacks, and all other tools, equipment and accessories, which are shipped loose with the vehicle, shall be listed on the shipping certificate or to an attached packing note.

2.21 Documentation and Support Items

The Contractor shall provide the following documentation and support items.

- (a) Equipment Manuals – The following manuals shall be provided:
- i. Operator's Manual – Operator's manual shall be furnished (*one per snowmobile*) in a hard copy bilingual format or as two manuals in a single binder (one English, one French). The operator's manual shall contain the following information:
 - a. Instructions for the safe operation of the vehicle;
 - b. Daily operator maintenance instructions/checks (including lubrication); and
 - c. Safety Warnings;
 - ii. Parts Manual – The Parts Manual shall be in English in hard copy or electronic (MS Word or PDF) format. The Parts Manuals shall contain the following information:
 - a. Illustrations showing all components of the vehicle. The illustrations shall have numbers for the itemization of the parts;
 - b. A listing for all itemized parts showing the manufacturer's part numbers (including Original Equipment Manufacturer's) of the illustration, the part name and a brief description of the item; and
 - c. Cross reference relating all part numbers (including Original Equipment Manufacturer's) to the correct figure and item number;
 - iii. Maintenance (Shop Repair) Manual - The Maintenance (Shop Repair) Manual shall be in English in hard copy or electronic (MS Word or PDF) format. The Maintenance (Shop Repair) Manuals shall contain the following information:
 - a. A trouble shooting guide, showing the steps and tests required to determine the exact cause of a problem and an explanation of what steps would be required to correct a problem;
 - b. A listing of the necessary tolerances, torque levels, fluid volumes required. A section listing any special tools (including item part numbers) required shall be included; and
 - c. Information on the order of disassembly and assembly of the systems and components of the vehicle; and

NOTE: Manuals on CD/DVD-ROM will be acceptable. A hard copy Operator's manual shall be provided with each vehicle.

- (f) Emergency Tool Kit - A tool kit to perform minor field repair such as adjusting levers, tightening loose nuts/bolts/screws, changing belt, etc.

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- (g) Warranty Letter – A minimum of one (1) year warranty shall be provided from date of delivery including parts and labor at no additional cost to PCSP. A paper copy of the completed bilingual Warranty Letter shall be delivered with the snowmobiles.

2.22 Integrated Logistic Support

The Contractor shall ensure that spare parts required to properly maintain and repair the snowmobile are available for purchase for a period of at least ten (10) years.