



**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**

**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

<b>Title - Sujet</b> BACKHOE	
<b>Solicitation No. - N° de l'invitation</b> 5P437-160056/A	<b>Date</b> 2015-12-07
<b>Client Reference No. - N° de référence du client</b> 5P437-160056	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-629-68568	
<b>File No. - N° de dossier</b> hs629.5P437-160056	<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 2016-01-19</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Dicaire, Sylvie	<b>Buyer Id - Id de l'acheteur</b> hs629
<b>Telephone No. - N° de téléphone</b> (873) 469-3363 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

<b>Delivery Required - Livraison exigée</b> See Herein	<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/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>     <b>Signature</b>     <b>Date</b>	

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## **PART 1 - GENERAL INFORMATION**

### **1.1 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;
- 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, the purchase description and the technical information questionnaire.

### **1.2 Summary**

Pacific Rim National Park has a requirement to purchase one (1) 4WD Backhoe and ancillary items, including familiarization instruction/training, in accordance with the Purchase Description for 4WD Backhoe, dated 2015-12-01 , and as described at Annex A - Pricing.

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Columbia Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Panama Free Trade Agreement (CPFTA) and the Agreement on Internal Trade (AIT).

### **1.4 Debriefings**

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

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](#) 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 (2015-07-03) 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

### 2.2 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.

### 2.3 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.

### 2.4 Applicable Laws - Bid

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

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

## **2.5 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.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 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)

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

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.

Bidders should submit, with their bid, the completed Technical Information Questionnaire.

#### **3.1.1 Substitutes and Alternatives**

- 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 financial 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.

### **3.1.2 SACC Manual Clauses**

#### **3.1.2.1 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

Bidders must submit the certifications required under Part 5.

### Section IV: Additional Information

Canada requests that bidders submit the following information:

#### 3.1.3 Best Delivery Date – Bid

##### 3.1.3.1 Firm Quantity

While delivery of the equipment/vehicle is requested by March 11, 2016, the best delivery that could be offered is as follows:

Item 001 – one (1) 4WD Backhoe and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

#### 3.1.4 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: \_\_\_\_\_

#### 3.1.5 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 250 kilometres.

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

**3.1.6 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 or 2000 hours of usage, whichever comes first. 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.

**3.1.7 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 or 2000 hours of usage, whichever comes first.

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**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Mandatory Technical Evaluation Criteria**

##### **4.1.1.1 Mandatory Proof of Compliance**

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

##### **4.1.1.2 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.

#### **4.1.2 Mandatory Financial Evaluation Criteria**

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

**4.1.2.2** The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for item 001 the firm quantity, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

#### **4.1.3 Evaluated Aggregate Price**

Bids will be evaluated on an aggregate price basis for the firm quantity.

### **4.2 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 AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](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.

### 5.2.3 Additional Certifications Precedent to Contract Award

#### 5.2.3.1 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

#### 5.2.3.2 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	

Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

## **PART 6 - SECURITY REQUIREMENTS**

### **6.1 Security Requirement**

There is no security requirement associated with this bid solicitation.

### **6.2 Financial Capability**

**SACC Reference**  
A9033T

**Title**  
Financial Capability

**Date**  
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.

### **7.1 Requirement - Contract**

The Contractor must deliver one (1) 4WD Backhoe and ancillary items including familiarization instruction/training, in accordance with the Purchase Description for 4WD Backhoe, dated 2015-12-01 and at Annex A - Pricing.

#### **7.1.1 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.

### **7.2 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.

#### **7.2.1 General Conditions**

2010A (2015-09-03), General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

Section 09 entitled Warranty of General Conditions 2010A is amended as follows:

At subsection 1, delete the following: "The warranty period will be twelve (12) months" and replace with the following: "The warranty period will be twelve (12) months, or 2,000 hours of usage, whichever comes first".

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 250 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.

### **7.3 Term of Contract**

#### **7.3.1 Delivery Date**

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

#### **Firm Quantity**

Item 001 – one (1) 4WD Backhoe and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days from the effective date of the contract.

### **7.4 Authorities**

#### **7.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Sylvie Dicaire  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
LEFTD - HS Division  
Place du Portage, Phase III, 7B1  
Gatineau, Quebec K1A 0S5  
Telephone: (873) 469-3363  
Facsimile: (819) 956-5227  
E-mail address: [sylvie.dicaire@pwgsc.gc.ca](mailto:sylvie.dicaire@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.

#### **7.4.2 Procurement Authority**

The Procurement Authority for the contract is:

To be inserted by PWGSC

\_\_\_\_\_

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.

#### **7.4.3 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:

#### **7.4.4 After Sales Service**

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:

#### **7.5 Payment**

##### **7.5.1 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:

##### **7.5.1.1 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.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

### 7.5.2 SACC Manual Clauses

SACC Reference	Title	Date
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

### 7.5.3 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.

## **7.6 Invoicing**

### **7.6.1 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.

### **7.6.2 Holdback**

1. Canada will apply a ten (10) percent holdback on any due payment for the vehicle/equipment/service (Items 001) until delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service.
2. Subsequent to delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor must submit an invoice for the release of the Holdback in accordance with "Invoicing Instructions" found in this contract.

## 7.7 Certifications

### 7.7.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

### 7.8 Applicable Laws - Contract

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

### 7.9 Priority of Documents

If there is a discrepancy between the wordings 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 (2015-09-03) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Pricing;
- (d) Purchase Description for 4WD Backhoe, dated 2015-12-01;
- (e) The Contractor's bid dated (to be inserted by PWGSC) \_\_\_\_\_, as amended (to be inserted by PWGSC) \_\_\_\_\_.

### 7.10 SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
A9068C	Government Site Regulations	2010-01-11
G1005C	Insurance	2008-05-12

### 7.11 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.

### 7.12 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.

#### **7.13 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.

#### **7.14 Delivery and 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.

#### **7.15 Post-Contract Award Meeting**

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor shall be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at Pacific Rim National Park's facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the Parks Canada Agency and Public Works and Government Services Canada.

#### **7.16 Progress Reports**

The Contractor must prepare and submit a monthly progress report electronically to the Procurement Authority, Technical Authority and Contracting Authority.

The Contractor must answer the following questions:

- (i) Is the delivery of the vehicle/equipment and ancillary items on schedule?
- (ii) Is this requirement free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

#### **7.17 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.

#### **7.18 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.

#### **7.19 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.

## ANNEX A – PRICING

### Item 001 – 4WD Backhoe (Firm Quantity)

The Contractor must deliver one (1) 4WD Backhoe and ancillary items such as but not limited to vehicle manuals, preventive maintenance replacement parts kit list, warranty letter(s) and familiarization instruction/training, in accordance with the attached Purchase Description 4WD Backhoe, dated 2015-12-01.

The 4WD Backhoe and ancillary items must be delivered to:

Pacific Rim National Park Reserve  
120 Airport Road  
Tofino, BC  
V0R 2Z0

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 – 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 002 will not be included in the financial evaluation)



# ANNEX “B” – Purchase Description for Backhoe for Pacific Rim National Park Reserve

## December/1/2015

SCOPE- This purchase description covers the requirement for a Diesel engine driven, pneumatic tired type industrial tractor with front end loader and backhoe.

### 1-INSTRUCTIONS

- a) Requirements, which are identified by the word “must”, must be treated as mandatory. Deviations will not be permitted;
- b) Requirements, identified with a “shall” define the actions to be performed by the Parks Canada Agency and require no obligation on the Contractor’s part;
- c) Where “must” and “shall” are not used the information provided is for guidance only.

### 2. Requirements

#### 2.1 Standard design must;

- a) Tractor must comply with the Highway Act and Regulations of the province of British Columbia, for use in Highway operations;
- b) Tractor must also be able to operate an existing attachment, Rotary Broom Sweeper, Cat Model BA25- Serial Number 7AW01989;
- c) Must come with electronic and paper copies of the Operators Manual and Parts List in English

### 3. Performance and Equipment

#### 3.1 The Tractor Engine must be the manufacture`s standard but also include;

- a) Tractor must have a fuel type of Diesel
- b) Engine must have a hoarse power rating between 90-105hp
- c) Must have a block heater

#### 3.2 The transmission must be the manufacture`s standard but also include;

- a) Transmission must include a Power Shuttle Transmission
- b) Tractor must include a 4 speed forward and a 4 speed reverse Transmission

- c) Tractor must include a mechanical four wheel drive (4WD) with drive shaft protection
- d) Tractor must include a limited slip differential
- e) Tractor must have a neutral safety switch for starting
- f) Transmission must include a guard protection

### 3.3 Steering and Brakes must be the manufacture`s standard and include;

- a) Tractor must have a steering type of Front Wheel
- b) Tractor must have a Hydrostatic power steering system
- c) Tractor must have power assisted steering that permits mechanical control in the event of power failure

### 3.4 Wheels and tires must;

- a) Tractor must have rear wheel fenders
- b) Tractor must have front tires the size of 12.5/80-18NHS (12ply) and rear tires with the size of 1-3/21L-24(16 ply) R4 ATU
- c) Tractor must come with a spare front and rear tire to match above stated size and model, both to be mounted on rims.

### 3.5 Front Loader bucket must;

- a) Front Loader Bucket must be a 4 IN 1 front bucket, with a minimum load capacity of 1 cubic yard that is the manufacture`s standard for a vehicle this size;
- b) Must have replaceable cutting edges on front of bucket and rear (inside) of bucket
- c) Must have a quick disconnect so that a Cat BA25 Rotary Broom could be attached. ( this broom is already owned by the Park and want it to be utilized with the new machine)
- d) Must include Auxiliary hydraulics installed on loader for the above mentioned attachment
- e) Must also include hard surfacing on wear edges of loader bucket
- f) Must have three lifting hooks welded on either end of the bucket for lifting. These are to be installed on the top side of the loader bucket with one on each corner and one in the middle

### 3.6 Rear Bucket Must;

- a) Rear Bucket must be a 24" Heavy duty or severe digging bucket with 5 teeth, quick change type - NO PIN ON BUCKET
- b) Contactor must also provide a 48" clean up bucket with replaceable cutting edge ( no teeth), quick change type - NO PIN ON BUCKET
- c) Tractor must also include a hydraulic thumb that is the manufacture's standard for a vehicle this size;
- d) Tractor must have an extendable hoe dipper stick that is the manufacture's standard for a vehicle this size;

3.7 Electrical components must include with the manufacture's standard;

- a) Tractor must have a heavy duty battery system
- b) Tractor must have a heavy duty alternator
- c) Tractor must have Amber Led strobe light for Highways operations that is to provide maximum vehicle visibility;
- d) Tractor must also include LED working lights four (4) in the front and four (4) in the back NO HALOGEN LIGHTS;
- e) Tractor must have a back- up beeper with a minimum of 87db.

3.8 Cab Components must include along with the manufacture's standard;

- a) Cab must include Air Conditioning
- b) Cab must include a AM/FM radio system that turns off automatically when the vehicle is turned off;
- c) Cab must include an air suspension seat that is to be selected for an operator who maybe operating the vehicle for extremely long periods of time and have seat material being breathable fabric or mesh surface;
- d) The seat must come with a seatbelt that meets the Highway Act and regulations of British Columbia Transportation;
- e) Cab must include a Fire Extinguisher that is a 5lb ABC rated and is to be mounted inside the cab;
- f) Cab must also include an inside cab rear view mirror that is adjustable;
- g) Cab must include a sun visor;
- h) Cab must include a heating system with ventilation and defrosting system capable of keeping windows free from frost and moisture;

- i) Cab must include exterior mirrors that is the manufacture's standard for a vehicle this size;

3.9 Suspension must include along with manufacture's standard;

- a) Tractor must include a drive shaft guard for Mechanical Four Wheel Drive
- b) Tractor must include ride control

3.10 Operation components must include;

- a) Tractor must have pilot controls
- b) Tractor must have a guard boom protection plate
- c) Tractor must have auxiliary hydraulics installed to operate a Stanley Hydraulic Jackhammer (hand held);
- d) Tractor must include rock guards on stabilizers
- e) Tractor must include a standard or heavy duty "street " pads on Backhoe stabilizers;
- f) Tractor must come with a license plate bracket;
- g) Tractor must include an exterior storage box
- h) Tractor must have a of counterweight between 240kg and 460kg
- i) Contractor must include 2 sets of keys;
- j) Tractor must include a Slow Moving Vehicle emblem (SMV) with mounting bracket included;

3.11 Hydraulic System- The hydraulic system must be the manufacture's standard complete with all the components required for the operation of the hydraulic system specified.

3.12 Paint – The tractor must be painted in the manufacture's standard commercial painting system using the manufacture's standard colours.

3.13 Vehicle Delivery and Condition

- a) Vehicle must be delivered to Pacific Rim National Park Reserve, 120 Airport rd. Tofino, BC. If the vehicle requires assembly at delivery it is the contractor's responsibility for manpower and equipment to perform the assembly;
- b) The space for the assembly will be provided, if required
- c) Warranty letter must be provided to the Technical Authority, and include the name and contact information of the closest designated warranty provider which must be located on Vancouver Island (British Columbia)
- d) Contractor must provide a training course in English that is to include operation, maintenance segments and all safety and feature use. The contractor must complete at the delivery site. The contractor can expect six (6) participants.



# ANNEX "C" – Technical Information Questionnaire for Backhoe for Pacific Rim National Park Reserve

## December/1/2015

Offeror to provide in the COMMENTS column to the right, the page number in its included reference documents (ex. brochures, specifications of existing truck and equipment products) for the general specifications groups below for reference only.

	Performance Specifications and Purchase Description	Indicate Compliance ( Yes or No)	Comments
<b>2.</b>	<b>REQUIREMENTS</b>		
<b>2.1</b>	<b>Standard design must:</b>		
a)	Compliance with Highway Act of Province of British Columbia		
b)	Ability to operate existing Rotary Broom Sweeper, Cat Model # BA25 Serial Number 7AW01989		
c)	Must come with electronic and paper copies of the Operators Manual and Parts List		
<b>3.</b>	<b>PERFORMANCE AND EQUIPMENT</b>		
<b>3.1</b>	<b>Tractor Engine must:</b>		
a)	Fuel type Diesel		
b)	Engine Horse Power between 90-105hp		
c)	Block Heater		
<b>3.2</b>	<b>Transmission must:</b>		
a)	Power Shuttle Transmission		
b)	4 Speed Forward and 4 Speed Reverse Transmission		
c)	Mechanical Four Wheel Drive ( 4WD) with drive shaft protection		
d)	Limited Slip Differential		
e)	Neutral Safety Switch for starting		
f)	Guard Protection for Transmission		

<b>3.3</b>	<b>Steering and Brakes must:</b>		
a)	Front Wheel Steering		
b)	Hydrostatic Power Steering System		
c)	Power assisted steering that permits mechanical control in the event of power failure		
<b>3.4</b>	<b>Wheels and tires must:</b>		
a)	Rear Wheel Fenders		
b)	Front Tires the size of 12.5/80-18NHS and Rear Tires with the size of 1-3/21L-24 ( 16 ply) R4 ATU		
c)	Spare front and rear tire to match above stated size and model, both to be mounted on rims		
<b>3.5</b>	<b>Front Loader bucket must:</b>		
a)	4 in 1 front bucket- Minimum load capacity of one cubic yard		
b)	Replaceable cutting edges for front of bucket and rear ( inside) of bucket		
c)	Quick disconnect so that a Cat BA25 Rotary Broom can be attached		
d)	Auxiliary hydraulics installed on loader for the Cat BA25 Rotary Broom		
e)	Hard surface wear edges on loader bucket		
f)	Lifting hooks on the front bucket, installed on the top side of the loader bucket with one on each corner and one in the middle		
<b>3.6</b>	<b>Rear Bucket Must:</b>		
a)	Rear bucket -24" heavy duty / severe digging bucket with 5 teeth, quick change type - NO PIN ON BUCKET		
b)	48" clean up bucket with replaceable cutting edge ( no teeth), quick change type - NO PIN ON BUCKET		
c)	Hydraulic Thumb, manufacturer's standard		
d)	Extendable Hoe Dipper Stick, manufacturer's standard		
<b>3.7</b>	<b>Electrical components must:</b>		

a)	Heavy Duty Battery		
b)	Heavy Duty Alternator		
c)	Amber LED strobe light		
d)	LED working lights, four in the front and four in the back		
e)	Back up Beeper with a minimum 87db		
<b>3.8</b>	<b>Cab Components must:</b>		
a)	Air Conditioned cab		
b)	AM/FM Radio system		
c)	Air suspension seat of breathable fabric or mesh surface		
d)	Seatbelt that meets the Highway Act and regulations of British Columbia Transportation		
e)	5lb. ABC rated Fire Extinguisher, mounted inside the cab		
f)	adjustable inside cab rear view mirror		
g)	Sun Visor		
h)	Heating, ventilation, defrosting system		
i)	Exterior mirrors, manufacturer's standard		
<b>3.9</b>	<b>Suspension must:</b>		
a)	Drive shaft guard for Mechanical Four Wheel Drive		
b)	Ride Control		
<b>3.10</b>	<b>Operation components must:</b>		
a)	Pilot Controls		
b)	Guard Broom Protection Plate		
c)	Auxiliary Hydraulics for operation of hand held Stanley Hydraulic Jackhammer		
d)	Rock Guards on stabilizers		
e)	Standard/heavy duty street Pads on stabilizers		
f)	License Plate Bracket		



g)	Exterior Storage Box		
h)	Tractor Counterweights (between 240kg and 460kg)		
i)	2 sets of keys		
j)	Slow Moving Emblem ( SMV) with mounting bracket		
<b>3.11</b>	<b>Hydraulic System</b> – the hydraulic system must be the manufacture’s standard complete with all the components required for the operation of the hydraulic system specified		
<b>3.12</b>	<b>Paint</b> – the tractor must be painted in the manufacture’s standard commercial painting system using the manufacture’s standard colours.		
<b>3.13</b>	<b>Vehicle Delivery and Training</b>		
a)	Delivery to site: Pacific Rim National Park Reserve, 120 Airport Rd Tofino B.C		
c)	Warranty letter – designated warranty provider located on Vancouver Island, BC		
d)	Training Course in English for operations		