



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving Public Works and Government  
Services Canada/Réception des soumissions  
Travaux publics et Services gouvernementaux  
Canada**  
**Pacific Region**  
**401 - 1230 Government Street**  
**Victoria, B.C.**  
**V8W 3X4**  
**Bid Fax: (250) 363-3344**

**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**

<b>Title - Sujet</b> Hydraulic Hose Nut Crimping Machine	
<b>Solicitation No. - N° de l'invitation</b> W3555-168631/A	<b>Date</b> 2015-12-11
<b>Client Reference No. - N° de référence du client</b> W3555-168631	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-249-6875	
<b>File No. - N° de dossier</b> VIC-5-38102 (249)	<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 2016-01-25</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<b>F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input checked="" type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Cress, Christine	<b>Buyer Id - Id de l'acheteur</b> vic249
<b>Telephone No. - N° de téléphone</b> (250) 363-8442 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE FLEET MTCE FACILITY CAPE BRETON BLDG 250 DY, CFB ESQUIMALT CFB ESQUIMALT VICTORIA British Columbia V9A7N2 Canada	

**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**

Public Works and Government Services Canada - Pacific  
Region  
401 - 1230 Government Street  
Victoria, B. C.  
V8W 3X4

<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 Requirement

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

### 1.2 Debriefings

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

### 1.3 Trade Agreements

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

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

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

The 2003 (2015-07-03) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part 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 five (5) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### 2.4 Applicable Laws

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

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (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.

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.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation  
C3011T (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

Bidders must submit the certifications required under Part 5.

## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria - See Annex "A"

#### 4.1.2 Financial Evaluation

The firm unit prices quoted for the items in Annex "B" will be multiplied by the estimated quantities shown. The resulting amounts will be added together to obtain the total assessed bid price.

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price – Canadian/Foreign Bidders

#### 4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis 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

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([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.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

### 6.2 Requirement

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

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

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

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

All the deliverables must be received on or before \_\_\_\_\_ (to be inserted at contract award).

While delivery is requested by March 31, 2016, the best delivery that could be offered is \_\_\_\_\_ .

#### 6.4.2 Shipping Instructions – Delivered Duty Paid

Goods must be consigned and delivered to the destination specified in the contract:

Incoterms 2000 "DDP Delivered Duty Paid" Department of National Defence, Fleet Maintenance Facility Cape Breton, Bldg 250 Dockyard, CFB Esquimalt, Victoria, BC V9A 7N2.

### 6.5 Authorities

#### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Christine Cress  
Public Works and Government Services Canada  
Pacific Region, Acquisitions  
401 – 1230 Government St

Victoria, BC V8W 3X4

Telephone: 250-363-8442

Facsimile: 250-363-0395

E-mail address: christine.cress@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.

#### 6.5.2 Project Authority

The Project Authority for the Contract is: (to be determined at contract award)

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority, however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### 6.5.3 Contractor's Representative (*Fill in or delete as applicable.*)

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

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

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

Telephone : \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### 6.6 Payment

##### 6.6.1 Basis of Payment – Firm Price

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B". Customs duties are included and Applicable Taxes are extra.

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

##### 6.6.2 Limitation of Price

SACC Manual clause C6000C (2011-05-16), Limitation of Price

##### 6.6.3 Method of Payment

H1000C (2008-05-12), Single Payment

##### 6.6.4 SACC Manual Clauses

C2000C (2007-11-30), Taxes - Foreign-based Contractor

#### 6.7 Invoicing Instructions

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

2. Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

6.8 Certifications

6.8.1 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.

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- a) the Articles of Agreement;
- b) the general conditions 2010A (2010-09-03), General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Annex B, Basis of Payment;
- e) Annex C, Insurance Requirements;
- f) the Contractor's bid dated \_\_\_\_\_ .

6.11 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Annex “C”. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than “A-”. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.12 Electrical Equipment

All electrical equipment supplied under the Contract must be certified or approved for use in accordance with the Canadian Electrical Code, Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada

6.13 SACC Manual Clauses

A9062C (2011-05-16), Canadian Forces Site Regulations

ANNEX "A" - REQUIREMENT

For the supply, delivery and offloading of qty (1) hydraulic hose nut crimping machine to be used in the hydraulics work center at Department of National Defence (DND) Fleet Maintenance Facility CAPE BRETON (FMF CB). This unit will be used to crimp hose nuts onto hydraulic hose fittings used in the repair of hydraulic systems on board Royal Canadian Navy vessels.

The Hydraulic Hose Nut Crimping Machine must meet or exceed the following Minimum Performance Specifications:

Item	Minimum Performance Specifications	Comments	Ref Page # in bid	MET	NOT MET
<b>REGULATORY REQUIREMENTS</b>					
1.1	All electrical equipment supplied under the contract must be certified or approved for use in accordance with the <u>Canadian Electrical Code</u> , Part 1, before delivery, by a certification organization accredited by the Standards Council of Canada.				
<b>UNIT REQUIREMENTS</b>					
1.2	Unit must be a hydraulic hose nut crimping machine and must be delivered fully operational.				
1.3	Unit must have a minimum crimping force of 120 Tons.				
1.4	Unit's crimper head must be capable of opening (without dies) from 0 mm to 182 mm or greater.				
1.5	Unit must have a minimum master die inside diameter of 145 mm.				
1.6	Unit must have the following operation modes, at a minimum: <ul style="list-style-type: none"> <li>• Manual mode – opening and closing of crimper head fully controlled by operator</li> <li>• Automatic mode – crimping cycle fully automated</li> </ul>				
1.7	Unit must have "dual crimp" capabilities to simultaneously crimp shell and nut onto the stem.				
1.8	Unit must have built-in storage for tooling and adapters used by the machine.				
1.9	Unit (excluding hydraulic pump and reservoir) must not exceed the following: <ul style="list-style-type: none"> <li>• Width: 914 mm (36")</li> <li>• Depth: 610 mm (24")</li> </ul>				

Item	Minimum Performance Specifications	Comments	Ref Page # in bid	MET	NOT MET
1.10	Unit must have a hydraulic system with the following specifications, at a minimum: <ul style="list-style-type: none"> <li>• Pump motor: 10 HP</li> <li>• Reservoir capacity: 36 L (8 US Gallons)</li> </ul>				
1.11	Unit's hydraulic pump and reservoir must not exceed the following footprint: <ul style="list-style-type: none"> <li>• Width: 813 mm (32")</li> <li>• Depth: 610 mm (24")</li> </ul>				
1.12	Unit must be guaranteed compatible with 115 V/1 Phase/60 Hz or 208 V/3 Phase/60Hz power. For all other voltages, the supplier must include equipment for conversion to compatible voltage (i.e. step-up/step-down transformer). Contractor must specifically identify the proposed unit's electrical requirements, and how they will be met (including component lists) if not compatible with the available electrical supply.				
<b>TOOLING REQUIREMENTS</b>					
1.13	All tooling supplied must be compatible with and be specifically designed to operate with the hydraulic hose nut crimping machine supplied.				
1.14	Unit must come with the following tooling:				
1.14.1	99 mm OD nut crimper die set, 10 mm bore diameter				
1.14.2	99 mm OD nut crimper die set, 12 mm bore diameter				
1.14.3	99 mm OD nut crimper die set, 14 mm bore diameter				
1.14.4	99 mm OD nut crimper die set, 16 mm bore diameter				
1.14.5	99 mm OD nut crimper die set, 19 mm bore diameter				
1.14.6	99 mm OD nut crimper die set, 23 mm bore diameter				
1.14.7	99 mm OD nut crimper die set, 27 mm bore diameter				
1.14.8	99 mm OD nut crimper die set, 31 mm bore diameter				
1.14.9	99 mm OD nut crimper die set, 34 mm bore diameter				
1.14.10	99 mm OD nut crimper die set, 39 mm bore diameter				
1.14.11	99 mm OD nut crimper die set, 45 mm bore diameter				
1.14.12	99 mm OD nut crimper die set, 50 mm bore diameter				
1.14.13	99 mm OD nut crimper die set, 57 mm bore diameter				
1.14.14	99 mm OD nut crimper die set, 63 mm bore diameter				
1.14.15	99 mm OD nut crimper die set, 69 mm bore diameter				
1.14.16	99 mm OD nut crimper die set, 74 mm bore diameter				

Item	Minimum Performance Specifications	Comments	Ref Page # in bid	MET	NOT MET
1.14.17	145 mm OD nut crimper die set, 78 mm bore diameter				
1.14.18	145 mm OD nut crimper die set, 84 mm bore diameter				
1.14.19	145 mm OD nut crimper die set, 87 mm bore diameter				
1.14.20	Tool seats, nut crimper, -04 fitting size				
1.14.21	Tool seats, nut crimper, -05 fitting size				
1.14.22	Tool seats, nut crimper, -06 fitting size				
1.14.23	Tool seats, nut crimper, -08 fitting size				
1.14.24	Tool seats, nut crimper, -10 fitting size				
1.14.25	Tool seats, nut crimper, -12 fitting size				
1.14.26	Tool seats, nut crimper, -14 fitting size				
1.14.27	Tool seats, nut crimper, -16 fitting size				
1.14.28	Tool seats, nut crimper, -18 fitting size				
1.14.29	Tool seats, nut crimper, -20 fitting size				
1.14.30	Tool seats, nut crimper, -22 fitting size				
1.14.31	Tool seats, nut crimper, -24 fitting size				
1.14.32	Tool seats, nut crimper, -26 fitting size				
1.14.33	Tool seats, nut crimper, -28 fitting size				
1.14.34	Tool seats, nut crimper, -30 fitting size				
1.14.35	Tool seats, nut crimper, -32 fitting size				
<b>ADDITIONAL REQUIREMENTS</b>					
1.15	Unit must be delivered to Fleet Maintenance Facility Cape Breton (FMF CB) with all fluids required for operation. Hydraulic unit must be shipped dry. Fluids must be shipped in approved containers.				
1.16	The supplied unit must include maintenance and operation manuals for the as built unit. Manuals must be provided in both hard copy and/or digital format (CD or DVD only). Manuals must be printed in English. A minimum of three (3) hard copies of the manual must be provided. Manuals must include operation instructions, vendor recommended maintenance schedules, installation instructions, hydraulic schematics, electrical schematics, and parts list.				
1.17	The supplied unit must include full parts and labour warranty for a minimum of 12 months.				

Solicitation No. - N° de l'invitation  
W3555-168631/A  
Client Ref. No. - N° de réf. du client  
W3555-168631

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC249.VIC-5-38102

Buyer ID - Id de l'acheteur  
VIC249  
CCC No./N° CCC - FMS No./N° VME

The work offered meets or exceeds the specifications stated herein.	
Signature of Authorized Representative for Compliance	Date

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vic249.VIC-5-38102

Buyer ID - Id de l'acheteur  
vic249  
CCC No./N° CCC - FMS No./N° VME

**ANNEX "B" – BASIS OF PAYMENT**

- The Firm Unit Prices are in Canadian dollars, Customs duties and Excise taxes included.
- The Firm Unit Prices do not include GST. The amount of GST will be added as a separate line item to any invoice issued as a result of a contract.
- The Firm Unit Prices are **Incoterms 2000 "DDP Delivered Duty Paid"** for goods including all delivery and off-loading charges to the following destination address:  
Department of National Defence  
Fleet Maintenance Facility Cape Breton  
Bldg 250 Dockyard  
CFB Esquimalt  
Victoria, BC Canada V9A 7N2

Item	Description	Qty	Firm Price (CAD \$)
1	Supply, delivery and offloading of a hydraulic hose nut crimping machine conforming to Minimum Performance Specifications in Annex A.  Bidder to advise Make, Model and Manufacturer of equipment being offered:  _____	1 Each	
2	Delivery costs prepaid to the destination address at:  Department of National Defence Fleet Maintenance Facility Cape Breton Bldg 250 Dockyard CFB Esquimalt Victoria, BC Canada V9A 7N2	1 Lot	
<b>Total Assessed Bid Price:</b>			

## ANNEX "C" – INSURANCE REQUIREMENTS

### Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
  - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
  - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
  - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
  - j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - l. Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

#### **For the province of Quebec, send to:**

*Director Business Law Directorate,  
Quebec Regional Office (Ottawa),  
Department of Justice,  
284 Wellington Street, Room SAT-6042,  
Ottawa, Ontario, K1A 0H8*

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**For other provinces and territories, send to:**

*Senior General Counsel,  
Civil Litigation Section,  
Department of Justice  
234 Wellington Street, East Tower  
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.