



**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

Vehicles & Industrial Products Division
11 Laurier St./11, rue Laurier
7A2, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Title - Sujet Cube van	
Solicitation No. - N° de l'invitation HT235-172621/A	Date 2017-09-01
Client Reference No. - N° de référence du client HT235-172621	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-926-73360	
File No. - N° de dossier hp926.HT235-172621	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-10-02	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Palmer, Mitchell	Buyer Id - Id de l'acheteur hp926
Telephone No. - N° de téléphone (873) 469-3329 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF HEALTH . 2720 RIVERSIDE DR. OTTAWA Ontario K1A0K9 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination		Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Cube van In accordance with Annex A	HT235	I - 1	1	Each	\$	\$		See Herein	

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REQUEST FOR PROPOSAL (RFP)

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PART 1 - GENERAL INFORMATION

1.1 Requirement

Health Canada requires the vehicle as detailed herein, in accordance with Annex "A" - Health Canada - Specifications attached hereto.

1.2 Debriefings

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 of receipt of notification that their bid was unsuccessful. The debriefing may be provided 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: sixty (60) days

Insert: ninety (90) days

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 question 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.

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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 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.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work 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:

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 and
- (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 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.

3.1.1 Equivalent Products

1. Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:
 - (a) designates the brand name, model and/or part number of the substitute product;
 - (b) states that the substitute product is fully interchangeable with the item specified;
 - (c) provides complete specifications and descriptive literature for each substitute product;
 - (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
 - (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.
2. Products offered as equivalent in form, fit, function and quality will not be considered if:
 - (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
 - (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.
3. In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

Section II: Financial Bid

Section II: Financial Bid

The Bidders must submit their prices in Annex “A”- Pricing and in accordance with the Basis of Payment identified in PART 6 - RESULTING CONTRACT CLAUSES.



3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex “X” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “X” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 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.

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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 - CERTIFICATIONS.

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.4 Delivery

While delivery of the vehicle is requested by March 31/2018 the best delivery that can be offered is as follows:

Item 001 – One (1) Cube Van will be delivered within _____ calendar days from the effective date of the contract.

3.1.5 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.

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 Bidders must submit, with their bid , the followings documents:

- 1) Annex “A”- Specifications - Health Canada; and
- 2) Appendix 1- Technical Information Questionnaire – Health Canada

4.1.1.2 Equivalent Products

Bidders proposing substitutes and/or alternatives must provide with their bid all the information requested as detailed in Part 3, ‘equivalent products’ to be considered for evaluation.

4.1.2 Financial Evaluation

- 4.1.2.1 The purpose of the financial evaluation is to determine the lowest price using the information submitted in ‘Line item Detail’.
- 4.1.2.2 Bids will be evaluated on an aggregate price basis for the item and quantity.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory requirements 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. Unless specified otherwise, 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 – Required Documentation

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

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

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.

5.2.3.1 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

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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 - RESULTING CONTRACT CLAUSES

6.1 Requirement

The Contractor must deliver One (1) Cube Van in accordance with Annex “A” – Health Canada- Specifications.

6.2. 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/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.

6.2.1 General Conditions

2010A (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

6.3. Term of Contract

6.3.1 Delivery of Vehicle/Equipment

Delivery of the vehicle must be made as follows:

Item 001 - One (1) Cube Van must be delivered on or before _____
(Date to be inserted by PWGSC at time of contract award.)

6.4 Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Mitchell Palmer
Title: Supply Officer
Organization: Public Works and Government Services Canada - Acquisitions Branch
LEFT Directorate, HP Division,
7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec,
K1A 0S5
Telephone: 873 469-3329
Facsimile: 819 953-2953
E-mail: mitchell.palmer@pwgsc-tpsgc.gc.ca

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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.

6.4.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail: _____

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.

6.4.3 Technical Authority:

The Technical Authority for the Contract is:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail: _____

The Technical Authority named above is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible

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for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical 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.

6.4.4 Contractor's Representative

Name and telephone number of the person responsible for:

General enquiries

Name: _____ (To be completed by the bidder.)
Title: _____
Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail: _____

Delivery follow-up

Name: _____ (To be completed by the bidder.)
Title: _____
Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail: _____

6.4.5 After Sales Service

4.5.1 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:

Name: _____
Address: _____

Telephone Number: _____

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

6.5. Payment

6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of their obligations under the Contract, the Contractor will be paid firm unit 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.

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.

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

6.5.2 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

6.5.3 SACC Manual Clauses

H1000C Single Payment 2008-05-12

6.5.4 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:

$$\text{Adjustment} = FCC \times Qty \times (i_1 - i_0) / i_0$$

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.

6.6. Invoicing Instructions

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. Offerors / suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

Invoices must be distributed as follows:

- a) The original and one copy of the Contractor's own invoice must be forwarded by mail to:
(Insert invoicing address as per requisition):

Name: _____ (To be inserted by PWGSC at time of contract award.)

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Title: _____
Telephone: _____ - _____ - _____
Facsimile: _____ - _____ - _____
E-mail: _____

- b) One copy of all invoices to the PWGSC Contracting Authority.

6.7 Certifications

6.7.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.8 Applicable Laws

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

6.9 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 general conditions 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - (Health Canada) - Specifications;
- (d) Annex "B" - ELECTRONIC PAYMENT INSTRUMENTS
- (e) Appendix 1 - Technical Information Questionnaire Cube Van
- (f) The Contractor's bid dated _____

6.10 SACC Manual Clauses

The following clauses set out in the SACC Manual must form part of this Contract:

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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

6.11 Inspection and Acceptance

The Technical Authority 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 representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work 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.

6.12 Preparation for Delivery

The vehicle / equipment must 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 Health Canada personnel at the final delivery location.

The fuel tanks must be at least half full prior to release of the vehicle(s) to Health Canada personnel.

Any attempt by the carrier to deliver vehicles will be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and to accept the delivery. 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 additional costs.

6.13 Shipping Instructions - Delivery at Destination

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid Ottawa, ON, Canada. 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 taxes.

Item 001 - the contact person for delivery is: _____ (to be inserted by PWGSC at time of contract award).

6.14 Post-Contract Award Meeting/Pre-Production Meeting

Within ten (10) working days of the receipt of the contract, the Contractor must contact the Technical Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant _____ (specify location). Cost of holding such pre-

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production meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by the Crown. The Crown reserves the right to carry out the Post-Contract Award Meeting/Pre-Production Meeting via teleconference.

6.15 Material

Material supplied must be new, unused and of current production by manufacturer (2017 model-year or newer).

6.16 Spare Part Availability

The contractor must ensure that spare parts required to properly maintain and repair the complete vehicle covered by this specification will be available for purchase by “Health Canada, or its authorized agents, for a period of ten (10) years.

6.17 Packaging

The methods used for preservation and packaging must be in conformity with the contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment (as below deck cargo).

6.18 Warranty

The manufacturer's standard warranty of **(to be inserted by PWGSC at time of contract award)** (_____ months or _____ km) as administered through the designated dealer or authorized agent apply.

6.19 Interchangeability

Unless changes during the production run are authorized by PWGSC, all vehicles 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.

APPENDIX 1 - TECHNICAL INFORMATION QUESTIONNAIRE

Bidders are required to complete the following questionnaire

- A) This is not a purchase description but rather a generic specifications sheet designed to cover the majority of vehicle purchases in this class. Refer to Annex "A" - Health Canada - Specifications for the Requirements).
- B) Fill out the form where applicable in order to provide details on the unit(s) you are offering.
- (1) Cab and Chassis Make: _____ Model: _____ Year: _____
- (2) GVWR _____ lbs. GCWR _____ lbs.
- (3) Dimensions WB: _____ inches CA: _____ inches
- (4) Engine Make: _____ Model: _____
Net HP: _____ HP at _____ RPM
Net torque: _____ lbs. feet at _____ RPM
- (B) Radiator Shutters Make: _____ Model: _____
- (5) Transmission Make: _____ Model: _____ No. of Speeds: _____
- (B) Clutch Type: _____ Size: _____
- (C) Transfer Case Make: _____ Model: _____ Ratio: _____
- (6) Front Axle Make: _____ Model: _____ Capacity: _____ lbs.
- (7) Rear Axle Make: _____ Model: _____
Capacity: _____ lbs. Ratio(s): _____
- (8) Suspension
Capacity at Ground Front: _____ lbs. each Shocks: _____
Rear: _____ lbs. each Shocks: _____
Auxiliary: _____ lbs. each
- (9) Tires Front size: _____ X _____ Ply/PR: _____ Tread: _____

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Rear size: _____ X _____ Ply/PR: _____ Tread: _____

Spare size: _____ X _____ Ply/PR: _____ Tread: _____

(10) Frame Material: _____ RBM: _____ in lbs.

(B) Reinforcement Type: _____ RBM: _____ in lbs.

(11) Fuel Tank(s) Qty: _____ Type(s): _____

Capacity (each): _____ Gallons Locations: _____

(12) Battery(s) Qty: _____ Individual battery rating: _____ CCA

Total capacity: _____ CCA

(13) Alternator Output: _____ amps

(14) Steering Type: _____ Model: _____

(15) Brakes Type: _____ Size Front: _____ Rear: _____

(B) Compressor CFM Make: _____ Model: _____ Capacity: _____

(C) Air Dryer Make: _____ Model: _____

(D) Moisture Ejector Make: _____ Model: _____

(16) Seats Driver's Make: _____ Model: _____

Passenger's Make: _____ Model: _____

(17) Accessories _____

(18) Instruments _____

(19) VEHICLE PERFORMANCE (truck at full GVWR)

Geared Top Speed - _____ MPH (SAE J688)

(20) Snow Plough Make: _____ Model: _____

Blade length: _____ inches Height intake: _____ inches

Discharge: _____ inches

(21) Hopper/Spreader Specifications Make: _____ Model: _____

Capacity: _____

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Engine size: _____

Gear box ratio: _____

Spreader capabilities: minimum _____ feet maximum _____ feet

(22) Dump Body Make: _____ Model:

Capacity: _____ cubic yards

Dimensions

Inside length: _____ inches width: _____ inches

Heights front: _____ inches sides: _____ inches tailgate: _____ inches

Annex "A" - Health Canada - SPECIFICATIONS

PROPOSALS WILL BE EVALUATED IN ACCORDANCE WITH THE MANDATORY EVALUATION CRITERIA DETAILED BELOW.

Indicate the proposed make and model:

MAKE: _____

MODEL: _____

Bidders must check if "Yes" or "No" they can provide the following mandatory requirements.

ITEM #	MANDATORY REQUIREMENTS FOR THE TRUCK	Yes	No	Page Reference #
1	Cutaway or cab chassis with regular (2 door, 1 row seating) cab. GVWR 11000 kgs maximum.			
2	This vehicle must be able to carry portable contamination control equipment that collectively weighs 2100 kg.			
3	4x2 Driveline			
4	Gasoline engine (minimum 285 HP)			
5	Block heater			
6	Engine Cooling system compatible for Canadian climate			
7	Automatic transmission, 6 forward gears minimum.			
8	Power assisted steering			
9	Hydraulic power 4-wheel disc brakes with anti-lock.			
10	Minimum 100L fuel tank			
11	Standard heat and air conditioning for the cab			
12	Voltmeter or Battery warning light, temperature and oil pressure gauges			
13	The powertrain must provide a geared top speed of at least 105 km/h. The driveline must provide a minimum gradeability of 0.50% at 90 km/h and a minimum gradeability of 30% at peak torque in first gear using full GVWR at sea level.			
14	Two West coast type mirrors			
15	Rear Truck height must be a minimum of 42"			

Annex "A" - Health Canada - SPECIFICATIONS

ITEM #	MANDATORY REQUIREMENTS FOR THE TRUCK	Yes	No	Page Reference #
16	Dual sun visors			
17	Tires with highway tread on front and traction tread on rear axle			
18	Dual rear wheels			
19	Full sized spare tire and rim stored under the box			
20	Backup alarm			
21	Backup camera. Must be compatible with lift gate.			
22	Engine immobilizer			
23	Vinyl or Rubber floor mats			
24	Manufacturer's AM/FM radio			
25	Heavy duty alternator and battery, maximum capacity available for options required. (Battery: minimum 600 amps, alternator: minimum 150 amps)			
26	Bucket cloth seats for driver and passenger. High back.			
27	Technical manuals in paper or electronic format			
28	Colour white			
29	Wipers: Variable speed.			
30	Power door locks and windows.			

Annex "A" - Health Canada - SPECIFICATIONS

ITEM #	MANDATORY REQUIREMENTS FOR THE BOX	Yes	No	Page Reference #
31	Dry van body interior: Must maximize interior volume box. Length minimum 18ft/ width minimum 8 feet/ height minimum 90".			
32	Cab-to-axle dimension must provide optimum axles loading			
33	Cab-to-axle of frame dimension to accommodate length of body specified			
34	Floor to be 1 3/8" thick minimum, laminated ship lapped hardwood oak flooring or similar heavy duty material			
35	1 row of cargo track on walls with 4 cargo straps and winches			
36	24" threshold plate at rear door to protect wood floor			
37	Dome light with timer switch			
38	Steel scuff plate on walls, minimum 16" high			
39	Crash angle on front wall, minimum 1/4" steel			
40	Rear grab handles			
41	Roll-up rear door with stainless steel cables and rivets			
42	Exterior panels to be pre-painted white aluminum			
43	Mud flaps mounted behind the rear axle and front tires			
44	Must accommodate existing lift gate owned by client. The lift gate is Tommy Gate model 85-20A-AB with dimensions 85" X 55" X 12" Taper. Refer to reference #1 in this document.			
45	Full sides plywood lining.			
46	Translucent roof.			
47	Interior walls insulated.			
48	Rear step bumper with rubber strips.			
49	Retainer hoops on the interior walls. Five (5) per side.			
50	Clearance lights and dome lights.			

Annex "A" - Health Canada - SPECIFICATIONS

References:

Reference 1: Existing Tommy Gate lift system



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ANNEX “B” to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ () VISA Acquisition Card;
- ☐ () MasterCard Acquisition Card;
- ☐ () Direct Deposit (Domestic and International);
- ☐ () Electronic Data Interchange (EDI);
- ☐ () Wire Transfer (International Only);
- ☐ () Large Value Transfer System (LVTS) (Over \$25M)