



## 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

or via Canada Post epost Connect

(See Part 2 –  
Bidder Instructions)

## 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**

Public Works and Government Services Canada - Pacific  
Region

401 - 1230 Government Street

Victoria, B. C.

V8W 3X4

|                                                                                                                                                                                                                                                                             |                                                                                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|
| <b>Title - Sujet</b><br>Adjustable Spreader Bars                                                                                                                                                                                                                            |                                                                                  |
| <b>Solicitation No. - N° de l'invitation</b><br>W3555-189169/A                                                                                                                                                                                                              | <b>Date</b><br>2017-10-12                                                        |
| <b>Client Reference No. - N° de référence du client</b><br>W3555-189169                                                                                                                                                                                                     |                                                                                  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$VIC-251-7350                                                                                                                                                                                                    |                                                                                  |
| <b>File No. - N° de dossier</b><br>VIC-7-40086 (251)                                                                                                                                                                                                                        | <b>CCC No./N° CCC - FMS No./N° VME</b>                                           |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2017-11-22</b>                                                                                                                                                                  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Pacific Daylight Saving<br>Time PDT |
| <b>F.O.B. - F.A.B.</b><br><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><br>Fletcher, Erin                                                                                                                                                                                               | <b>Buyer Id - Id de l'acheteur</b><br>vic251                                     |
| <b>Telephone No. - N° de téléphone</b><br>(250) 415-6020 ( )                                                                                                                                                                                                                | <b>FAX No. - N° de FAX</b><br>( ) -                                              |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF NATIONAL DEFENCE<br>CAPE BRETON ATTN CONTRACT OFF.<br>STN FORCES P.O.BOX 17000<br>VICTORIA<br>British Columbia<br>V9A7N2<br>Canada |                                                                                  |

**Instructions: See Herein**

**Instructions: Voir aux présentes**

|                                                                                                                                                                                                                                                                |                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| <b>Delivery Required - Livraison exigée</b><br>See Herein                                                                                                                                                                                                      | <b>Delivery Offered - Livraison proposée</b> |
| <b>Vendor/Firm Name and Address</b><br><b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>                                                                                                                                                       |                                              |
| <b>Telephone No. - N° de téléphone</b><br><b>Facsimile No. - N° de télécopieur</b>                                                                                                                                                                             |                                              |
| <b>Name and title of person authorized to sign on behalf of Vendor/Firm</b><br><b>(type or print)</b><br><b>Nom et titre de la personne autorisée à signer au nom du fournisseur/</b><br><b>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 Security Requirements**

There is no security requirement associated with this bid solicitation.

### **1.2 Statement of Requirement**

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

### **1.3 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.

### **1.4 Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

## **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) (<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](#) (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 document is amended as follows:

- Section 5, entitled Submission of bids, is amended as follows:
  - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
  - subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) in the bid solicitation or to the specified address in the bid solicitation;"
  - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
  - subsection 5.4 of [2003](#), Standard Instructions – Goods or Services – Competitive Requirements, is amended as follows:

Delete: 60 days  
Insert: 90 days

- Section 6, entitled Late bids, is deleted entirely and replaced with the following: "For bids submitted using means other than the epost Connect service, PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids."
- Section 07, entitled Delayed bids, is amended as follows:
  - Subsection 1 is amended to add the following paragraph:  
"or, d. a CPC epost Connect service date and time indicator."
- Section 8, entitled Transmission by facsimile, is amended as follows:
  - the title is deleted and replaced with the following title: "Transmission by facsimile or epost Connect"
  - subsection 3 is deleted entirely and replaced with the following: "A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."
  - Subsection 4, entitled epost Connect, is added and includes the following:
    - "ePost Connect"
    - a. Unless specified otherwise in the solicitation, bids may be submitted by epost Connect service
    - b. To submit a bid using epost Connect service the Bidder must send an email to the PWGSC Bid Receiving Unit in Headquarters ([TPSGC.DGAreceptiondessousmissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.DGAreceptiondessousmissions-ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca)) requesting to open an epost Connect conversation at least six business days prior to the bid solicitation closing date unless the Bidder is using its own licensing agreement to epost Connect with Canada Post Corporation to send its bid. Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the bid solicitation closing date and time. Requests received after that time may not be answered.
    - c. The solicitation number must be identified in the description field of all electronic transfers.
    - d. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
    - e. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
      - i. receipt of a garbled or incomplete bid;
      - ii. availability or condition of the epost Connect service;
      - iii. incompatibility between the sending and receiving equipment;
      - iv. delay in transmission or receipt of the bid;
      - v. failure of the Bidder to properly identify the bid;
      - vi. ineligibility of the bid;
      - vii. security of bid data; or
      - viii. inability to create an electronic conversation through the epost Connect service.
    - f. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

## 2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada's Bid Receiving Unit or through the epost Connect service provided by Canada Post Corporation by the date and time indicated on page 1 of the bid solicitation. Bidders should consult section 08 of Standard Instructions 2003, as detailed in the above article entitled Standard Instructions, Clauses and Conditions.

## **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than **15 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.

## **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 (1 hard copy)

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.

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) (<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.

## **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

### **3.1.1 Electronic Payment of Invoices – Bid**

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

If Annex "C" 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.

### **3.1.2 Exchange Rate Fluctuation**

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

### **3.1.3 SACC Manual Clauses**

## **Section III: Certifications**

Bidders must submit the certifications and additional information 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**

SACC Manual Clause A0220T (2014-06-26), Evaluation of Price

## **4.2 Basis of Selection**

### **4.2.1 Basis of Selection – Mandatory Technical Criteria**

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 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation**

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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.

#### **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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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 the Contract.

### **6.2 Statement of 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) (<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](#) (2016-04-04), 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 for the firm requirement must be received on or before March 31, 2018.

#### **6.4.3 Optional Goods and/or Services**

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

The Contracting Authority may exercise the option within one (1) year after contract award by sending a written notice to the Contractor.

#### **6.4.4 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**



Solicitation No. - N° de l'invitation  
W3555-189169/A  
Client Ref. No. - N° de réf. du client  
W3555-189169

Amd. No. - N° de la modif.  
File No. - N° du dossier  
VIC-7-40086

Buyer ID - Id de l'acheteur  
VIC 251  
CCC No./N° CCC - FMS No./N° VME

The Contracting Authority for the Contract is:

Erin Fletcher  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch, Pacific Region  
401 – 1230 Government St. Victoria, BC V8W 3X4  
Telephone: (250) 415-6020  
E-mail address: erin.fletcher@pwgsc-tpsgc.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.

In the event that you are unable to contact the above noted Authority, please contact:

[PAC.VICCA@tpsgc-pwgsc.gc.ca](mailto:PAC.VICCA@tpsgc-pwgsc.gc.ca).

#### 6.5.2 Technical Authority

The Technical Authority for the Contract is: *(inserted at time of contract award)*

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Technical 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 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.

#### 6.5.3 Contractor's Representative

*(as specified in the Bidder's bid)*

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" for a cost of \$\_\_\_\_\_ (*amount inserted at contract award*). 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 (2017-08-17) Limitation of Price

#### **6.6.3 Single Payment**

SACC Manual clause H1000C (2008-05-12), Single Payment

#### **6.6.4 Electronic Payment of Invoices – Contract**

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

*(as specified in Annex C)*

- 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)

#### **6.7 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.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

#### **6.8 Certifications and Additional Information**

##### **6.8.1 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.

#### **6.9 Applicable Laws**

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

#### **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 (2016-04-04), General Conditions - Goods (Medium Complexity);
- c) Annex A, Requirement;
- d) Annex B, Basis of Payment;
- e) the Contractor's bid dated \_\_\_\_\_.

#### **6.11 Insurance – No Specific Requirement**

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

#### **6.12 Shipping Instructions**

##### **6.12.1 Shipping Instructions – Delivery at Destination**

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

- a. Delivered Duty Paid (DDP) to Destination Incoterms 2000 for shipments from a commercial contractor.

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.

##### **6.12.2 Delivery Appointment**

The Contractor must contact the DND Technical Authority at least three (3) calendar days prior to the mandatory delivery date(s) stated under Paragraph 6.4.1 to coordinate delivery.

#### **6.13 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 Requirement 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.

#### **6.14 SACC Manual Clauses**

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)  
A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

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A9051C (2014-03-01) Existing Technical Publications – Translation  
B7500C (2006-06-16) Excess Goods  
C2604C (2013-04-25) Customs Duties, Excise Taxes and Applicable Taxes – Non-resident  
D2025C (2013-11-06) Wood Packaging Materials  
D9002C (2007-11-30) Incomplete Assemblies

## ANNEX "A" - REQUIREMENT

### Statement of Requirement – Adjustable Spreader Bars

#### Overview:

The following is the minimum Government of Canada requirements for two (2) spreader beams with a Working Load Limit (WLL) of 50000 lb and one (1) adjustable spreader beam with a WLL of 80000 lb, to be used at Fleet Maintenance Facility CAPE BRETON (FMF CB) for the purpose of lifting large loads. This is a new requirement which expands capabilities and increases efficiency.

**For each mandatory technical criterion, the Bidder must indicate whether the products proposed are compliant or not compliant by checking the appropriate box. Bidders MUST PROVIDE documentation to demonstrate compliance with the specifications and cross-reference with the page number of their supplied documentation. Simply stating that they meet the criterion is not sufficient. When referencing other documents submitted with the bid, the bidder should indicate the exact location of the referenced documents, including the document title, page number and paragraph/subparagraph number.**

**The Bidder must provide a response for each criterion. The Bidder must provide sufficient detail to permit a complete evaluation.**

| Item                              | Minimum Mandatory Requirements                                                                                                                                                                                      | Comments | Yes | No | Bid Page Ref # |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|----|----------------|
| <b>UNIT SPECIFIC REQUIREMENTS</b> |                                                                                                                                                                                                                     |          |     |    |                |
| 1.1                               | FMF CB requires two (2), adjustable spreader beams that meet the following requirements:                                                                                                                            |          |     |    |                |
| 1.1.1                             | <ul style="list-style-type: none"> <li>Have a WLL greater than or equal to 50000 lb.</li> </ul>                                                                                                                     |          |     |    |                |
| 1.1.2                             | <ul style="list-style-type: none"> <li>Weigh less than or equal to 900 lb with the top rigging/sling assembly (from the adjustable spreader beam up to the crane hook).</li> </ul>                                  |          |     |    |                |
| 1.1.3                             | <ul style="list-style-type: none"> <li>Bottom lug holes must be compatible with Crosby G-210 screw pin chain shackles, nominal size of 1-1/2 inches (WLL of 17 imperial tons, and stock number 1019392).</li> </ul> |          |     |    |                |
|                                   | FMF CB requires one (1), adjustable spreader beam that meets the following requirements:                                                                                                                            |          |     |    |                |
| 1.1.4                             | <ul style="list-style-type: none"> <li>Has a WLL greater than or equal to 80000 lb.</li> </ul>                                                                                                                      |          |     |    |                |
| 1.1.5                             | <ul style="list-style-type: none"> <li>Weighs less than or equal to 1250 lb with the top rigging/sling assembly (from the adjustable spreader beam up to the crane hook).</li> </ul>                                |          |     |    |                |
| 1.1.6                             | <ul style="list-style-type: none"> <li>Bottom lug holes must be compatible with Crosby G-210 screw pin chain shackles nominal size of 1-3/4 inches (WLL of 25 imperial tons, and stock number 1019418).</li> </ul>  |          |     |    |                |

| Item                           | Minimum Mandatory Requirements                                                                                                                                                                                                       | Comments | Yes | No | Bid Page Ref # |
|--------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|----|----------------|
| <b>GENERAL REQUIREMENTS</b>    |                                                                                                                                                                                                                                      |          |     |    |                |
| 1.2                            | The length of each unit must be adjusted telescopically with the following specifications:                                                                                                                                           |          |     |    |                |
| 1.2.1                          | <ul style="list-style-type: none"> <li>The bottom lug hole center to center distance must cover the range of 144 inches through to and including 240 inches.</li> </ul>                                                              |          |     |    |                |
| 1.2.2                          | <ul style="list-style-type: none"> <li>Each unit must have adjustable increments of 6 inches or less.</li> </ul>                                                                                                                     |          |     |    |                |
| 1.3                            | Units must come with top rigging/sling assembly compatible with the spreader beam(s) requirements.                                                                                                                                   |          |     |    |                |
| 1.4                            | The spreader beam adjustment must be secured with a pin design.                                                                                                                                                                      |          |     |    |                |
| 1.5                            | The lifting ends of each unit must be of a clevis design.                                                                                                                                                                            |          |     |    |                |
| 1.6                            | Each unit must be finished such that they can resist an outdoor, corrosive, marine environment.                                                                                                                                      |          |     |    |                |
| 1.7                            | Each unit must be painted safety yellow.                                                                                                                                                                                             |          |     |    |                |
| 1.8                            | Each unit must be proof tested to at least 125% of the WLL. Certification documents are required.                                                                                                                                    |          |     |    |                |
| 1.9                            | Any pinch points, hazard areas, operator safety concerns, and moving components must be identified and clearly labelled in English.                                                                                                  |          |     |    |                |
| <b>ADDITIONAL REQUIREMENTS</b> |                                                                                                                                                                                                                                      |          |     |    |                |
| 1.10                           | The units must be shipped on a truck that can be offloaded using a pallet jack or forklift. Pallet jack or forklift pockets must be clearly identified and accessible. The delivery location has no loading dock access.             |          |     |    |                |
| 1.11                           | The supplied units must include maintenance and operation manuals for the as built units. Manuals must be published in English. A minimum of two (2) hard copies per unit must be supplied with the unit(s).                         |          |     |    |                |
| 1.12                           | Supplier must provide technical support via phone and email for 12 months after delivery.                                                                                                                                            |          |     |    |                |
| 1.13                           | The supplied units must include full parts and labour warranty for a minimum of 12 months.                                                                                                                                           |          |     |    |                |
| 1.14                           | Supplier must provide the make and model of the proposed equipment.                                                                                                                                                                  |          |     |    |                |
| <b>OPTIONAL REQUIREMENTS</b>   |                                                                                                                                                                                                                                      |          |     |    |                |
| 2.0                            | DND to be able to exercise option to purchase additional adjustable spreader beams, up to and including the original contract quantities of each unit (item 1.1 and item 1.2) at the prices indicated in Annex B – Basis of Payment. |          |     |    |                |

## ANNEX "B" – BASIS OF PAYMENT

Bidders must submit their financial bid using the financial evaluation table provided in this Annex. Pricing offered must be in **Canadian dollars**, Applicable Taxes excluded, Delivered Duty Paid (DDP) to Victoria BC Canada, V9A 7N2, shipping charges, Canadian customs duties and excise taxes included.

Firm unit price shall be inclusive of all direct and indirect expenses incurred in performing the Requirement including but not limited to all labour, fringe benefits, overhead, supervision, tools, equipment, materials, parts, manuals, travel time, travel and living expenses, transportation costs, reports, general and administrative costs, profit required to do the work, all related duties and other costs paid by the Supplier such as additional surcharges, and transportation fees. No other charges will be accepted.

Failure to comply with any of the instructions provided in this Annex will render the bid non-responsive.

| Firm Requirement                                                |                                                                      |                   |          |                            |                                        |
|-----------------------------------------------------------------|----------------------------------------------------------------------|-------------------|----------|----------------------------|----------------------------------------|
| Item                                                            | Description                                                          | Distribution Unit | Quantity | Unit Price (Excluding Tax) | Extended Price (Quantity x Unit Price) |
| 1.                                                              | Adjustable Spreader Beam<br>• WLL greater than or equal to 50000 lb. | Each              | 2        | \$ _____                   | \$ _____                               |
| 2.                                                              | Adjustable Spreader Beam<br>• WLL greater than or equal to 80000 lb. | Each              | 1        | \$ _____                   | \$ _____                               |
| GST (5%)                                                        |                                                                      |                   |          |                            | \$ _____                               |
| Total (Firm Requirement)                                        |                                                                      |                   |          |                            | \$ _____                               |
| Optional Requirement                                            |                                                                      |                   |          |                            |                                        |
| Item                                                            | Description                                                          | Distribution Unit | Quantity | Unit Price (Excluding Tax) | Extended Price (Quantity x Unit Price) |
| 3.                                                              | Adjustable Spreader Beam<br>• WLL greater than or equal to 50000 lb. | Each              | 2        | \$ _____                   | \$ _____                               |
| 4.                                                              | Adjustable Spreader Beam<br>• WLL greater than or equal to 80000 lb. | Each              | 1        | \$ _____                   | \$ _____                               |
| GST (5%)                                                        |                                                                      |                   |          |                            | \$ _____                               |
| Total (Optional Requirement)                                    |                                                                      |                   |          |                            | \$ _____                               |
| Total Evaluated Price (Firm Requirement + Optional Requirement) |                                                                      |                   |          |                            | \$ _____                               |

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## **ANNEX "C" 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)