



**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><br>Hydraulic Shear   |   |
| <b>Solicitation No. - N° de l'invitation</b><br>W0103-187270/A  | <b>Date</b><br>2017-12-20   |
| <b>Client Reference No. - N° de référence du client</b><br>W0103-187270   |   |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$VIC-257-7402  |   |
| <b>File No. - N° de dossier</b><br>VIC-7-40159 (257)  | <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 2018-02-02</b>  | <b>Time Zone</b><br><b>Fuseau horaire</b><br>Pacific Standard Time<br>PST |
| <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>Johnson, Laura E.  | <b>Buyer Id - Id de l'acheteur</b><br>vic257                              |
| <b>Telephone No. - N° de téléphone</b><br>(250) 858-7200 ( )  | <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>CFAD Rocky Point<br>Building 141, 5601 Rocky Point<br>VICTORIA<br>British Columbia<br>V9A7N2<br>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><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 applicable to this bid solicitation.

### **1.2 Statement of Requirement**

The Work to be performed 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 **fifteen (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>) 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.

### **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 **ten (10)** 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.

## 2.5 Existing Technical Publications – Translations

The Contractor grants to Canada a non-exclusive, perpetual, irrevocable and royalty-free license to translate and reproduce for government use all or any part of the technical publications supplied with the equipment delivered under the Contract. Copyright in the translation made by Canada or by independent contractors engaged by Canada will belong to Canada.

## 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 (one (1) hard copy)
- Section II: Financial Bid (one (1) hard copy)
- Section III: Certifications (one (1) hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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. The total amount of Applicable Taxes must be shown separately.

### **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**

*SACC Manual* Clause 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**

Refer to Annex A: Statement of Requirement

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

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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 "Statement of 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 (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 must be received on or before **March 31, 2018**.

#### **6.4.2 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**

The Contracting Authority for the Contract is:

Laura Johnson  
Public Works and Government Services Canada  
Acquisitions Branch, Pacific Region  
401 – 1230 Government St. Victoria, BC V8W 3X4  
Telephone: (250) 858-7200  
E-mail address: [laura.johnson@pwgsc-tpsgc.gc.ca](mailto:laura.johnson@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.

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 Project Authority**  
(To be provided at contract award)

The Project Authority for the Contract is:

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

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**

To be completed by the Bidder in their bid.

|                     | Name | Telephone & Address | E-mail |
|---------------------|------|---------------------|--------|
| Contract Enquiries  |      |                     |        |
| Technical Enquiries |      |                     |        |
| Invoicing Enquiries |      |                     |        |

**6.6 Payment**

**6.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot price, as specified in Annex B a cost of \$ \_\_\_\_\_. 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 Single Payment**

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

## 6.7 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.

Invoices must be distributed as follows:

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 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, Statement of Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_.

## 6.11 SACC Manual Clauses

*SACC Manual* Clause B1501C (2006-06-16) Electrical Equipment

*SACC Manual* Clause B7500C (2006-06-16) Excess Goods

*SACC Manual* Clause B1000T (2014-06-26) Condition of Material – Bid

*SACC Manual* Clause B4057T (2014-06-26) Technical Publications – Manuals – Bid

## 6.12 Insurance

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.

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## ANNEX "A"

### STATEMENT OF REQUIREMENT

#### Overview:

Department of National Defence – CFAD Rocky Point has the requirement to purchase a hydraulic shear to mutilate and cut large ammunition containers and practice ammunition earmarked for disposal. Supply and delivery of the hydraulic shear to CFAD Rocky Point, Building 141, 5601 Rocky Point, BC, V9C 4H3.

The mandatory delivery date is March 31, 2018.

#### Background:

There are large dummy ammunition containers that have become redundant and no longer usable as well as practice ammunition items that are also been taken out of service. These items must be mutilated prior to disposal, therefore an efficient system is required to prepare these items for disposal. The ammunition authority has recognized the factor and directed that the most cost effective and efficient means is the acquisition of a shears (Alligator Cutter).

#### Scope:

A hydraulic shear is required to cut through torpedo tubes. The Life Cycle Material Manager (LCMM) has directed that the large containers (torpedoes) must be cut into three parts, and the practice Torpedoes be cut into quarters. The torpedoes are 14" in diameter and therefore a tip to tip opening of at least 14" is the minimum required. The Torpedo containers have a larger diameter but the lid can be removed prior to cutting, so a similar tip to tip dimension will be required to dispose of the containers. The containers are constructed of steel and therefore a shear force in excess of 200 tonnes will be required to accomplish the task.

**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                                  | Mandatory Requirements   | Comments | Yes | No | Bid Page Ref # |
|---------------------------------------|--|----------|-----|----|----------------|
| <b>MANDATORY MINIMUM REQUIREMENTS</b> |  |          |     |    |                |
| 1.1                                   | Hydraulic shear must be new, or like new. If the shear is reconditioned, it must be no older than 2012. The shear must be restored to its brand new condition: <ul style="list-style-type: none"> <li>- any broken parts must be replaced</li> <li>- it must be newly painted</li> <li>- a new set of spare cutting blades must be included.</li> </ul> It must be certified in writing to be in proper working condition. |          |     |    |                |
| 1.2                                   | Tip to tip opening minimum 16 inches.  |          |     |    |                |
| 1.3                                   | Shear force: minimum of 200 tonnes, maximum of 250 tonnes.   |          |     |    |                |
| 1.4                                   | Blade length must be a minimum of 900 mm   |          |     |    |                |
| 1.5                                   | Noise level 82 +/- 3dBA  |          |     |    |                |
| 1.6                                   | Cut Control: single cut or continuous  |          |     |    |                |
| 1.7                                   | Standard Electrical Requirements 32A /3ph /max 600v /50 Hz or equivalent   |          |     |    |                |
| 1.8                                   | Power Rating: 18.5 /25hp   |          |     |    |                |
| 1.9                                   | Motor speed 1460 rpm   |          |     |    |                |
| 1.10                                  | Maximum system pressure 241 Bar /3500 psi  |          |     |    |                |
| 1.11                                  | Jaw fully open: 8 cuts per minute  |          |     |    |                |
| 1.12                                  | Cutting Capacity:<br>1.12.1 76mm (3") round bar<br>1.12.2 70mm (3") square bar   |          |     |    |                |
| 1.13                                  | Delivery date: March 31, 2018 or earlier.  |          |     |    |                |

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VIC-7-40159

Buyer ID - Id de l'acheteur  
VIC257  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "B"**

**BASIS OF PAYMENT AND EVALUATION**

Bidders must submit their financial bid using the financial evaluation table provided in this Annex. Bidders must provide pricing for all items in the financial evaluation table below. A bid addressing only a portion of the requirement detailed in the financial evaluation table will be declared non-responsive and given no further consideration in the evaluation process.

Pricing offered must be in **Canadian dollars**, Applicable Taxes excluded, Delivered Duty Paid (DDP) to CFAD Rocky Point, Building 141, 5601 Rocky Point, BC, V9C 4H3. 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.

**Financial Evaluation Table (Bidders must complete and submit this table with their bid)**

| <b>Firm Requirement</b>             |                 |                   |          |                   |
|-------------------------------------|-----------------|-------------------|----------|-------------------|
| Item                                | Description     | Distribution Unit | Quantity | Unit Price        |
| 1                                   | Hydraulic Shear | Each              | 1        | \$ _____          |
|                                     |                 |                   |          | GST (5%) \$ _____ |
| Total Firm Price (Unit Price + GST) |                 |                   |          | \$ _____          |

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VIC257  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "C"**

**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)