



## 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

### 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> Backhoe	
<b>Solicitation No. - N° de l'invitation</b> F1700-174174/A	<b>Date</b> 2018-02-06
<b>Client Reference No. - N° de référence du client</b> F1700-174174	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$VIC-216-7454	
<b>File No. - N° de dossier</b> VIC-7-40221 (216)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2018-02-22</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Pacific Standard Time PST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Thorne, Darlene	<b>Buyer Id - Id de l'acheteur</b> vic216
<b>Telephone No. - N° de téléphone</b> (250) 216-3168 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS Institute of Ocean Sciences 9060 West Saanich Road Sidney British Columbia Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

***This Bid Selection Process applies to Suppliers with a Supply Arrangement (SA) under E60HS-16BCKH/A only. If you wish to become pre-qualified for a SA, please see following link:***  
**<https://buyandsell.gc.ca/procurement-data/tender-notice/PW-HS-639-71775>**

PART 1 - GENERAL INFORMATION.....	3
1.1 Requirement.....	3
1.2 Trade Agreements .....	3
1.3 Debriefings .....	3
PART 2 - BIDDER INSTRUCTIONS.....	4
2.1 Standard Instructions, Clauses and Conditions .....	4
2.2 Submission of Bids.....	4
2.3 Enquiries - Bid Solicitation .....	4
2.4 Applicable Laws - Bid .....	4
PART 3 - BID PREPARATION INSTRUCTIONS.....	5
3.1 Bid Preparation Instructions.....	5
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION.....	8
4.1 Evaluation Procedures .....	8
4.2 Basis of Selection.....	8
PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION .....	9
5.1 Certifications Precedent to Contract Award and Additional Information.....	9
PART 6 - RESULTING CONTRACT CLAUSES .....	10
6.1 Security Requirement .....	10
6.2 Requirement - Contract.....	10
6.3 Standard Clauses and Conditions .....	10
6.4 Term of Contract.....	10
6.5 Authorities.....	11
6.6 Payment.....	12

6.7	Invoicing.....	13
6.8	Certifications .....	13
6.9	Applicable Laws - Contract .....	14
6.10	Priority of Documents .....	14
6.11	SACC Manual Clauses (add applicable clauses as per requirement) .....	14
6.12	Inspection and Acceptance.....	14
6.13	Preparation for Delivery.....	14
6.14	Shipping Instructions - Delivery at Destination .....	14
6.15	Delivery and Unloading .....	15
6.16	Post-Contract Award Meeting .....	15
6.17	Tools and Loose Equipment.....	15
6.18	Assembly/Preparation at Delivery.....	15
6.19	Interchangeability .....	15
	ANNEX “A” – PRICING .....	16
	ANNEX “B” – REQUIREMENT .....	17
	ANNEX “C” – ELECTRONIC PAYMENT INSTRUMENTS.....	18

## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

Canada is seeking proposals to procure:

**One (1) Backhoe** as described in Annex "B" – Requirement and in accordance with the Request for Supply Arrangements (RFSA) E60HS-16BCKH/A.

### **1.2 Trade Agreements**

The requirement is subject to the provisions of the ***World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA)***.

### **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 provided in writing, by telephone or in person

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](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 terms 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 05.4** of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** 60 days

**Insert:** 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 (February 15, 2018, 2pm PST) before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws - Bid**

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

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

### **3.1 Bid Preparation Instructions**

Canada requests that bidders provide their bid as follows:

Section I: Technical Bid (1 hard copy) (if applicable);

Section II: Financial Bid (1 hard copy);

Section III: Certifications (1 hard copy);

Section IV: Additional Information (1 hard copy).

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

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

#### **Section I: Technical Bid**

##### **3.1.1 New Accessories (if applicable)**

Bidders may propose new accessories where the accessories qualified under their SA are replaced part number due to obsolescence or are superseded by new accessories.

Where new accessories are proposed, the bid must meet the mandatory technical evaluation criteria detailed in Part 4.

#### **Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6 and Annex "A" – Pricing.

Bidders should complete Annex "A" - Pricing and submit it with their bid.

### 3.1.2 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.

### 3.1.3 SACC Manual Clauses

SACC Reference	Title	Date
C3011T	Exchange Rate Fluctuation	2013-11-06

### Section III: Certifications

Bidders must submit the certifications required under Part 5.

### Section IV: Additional Information

Canada requests that bidders submit the following information:

#### 3.1.4 Delivery Date

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

Item 001 – **Backhoe** and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

#### 3.1.5 Supplier Contacts

Canada requests that Bidders provide the Contractor's Representative contact information in Part 6.

#### 3.1.6 After Sales Service

Canada requests that the Bidder provide in Part 6 the names, addresses and telephone numbers of their authorized dealer and/or agent to provide after sales service, maintenance and warranty repairs, and a full range of repair parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery location and the authorized dealer and/or agent and the delivery location, which should not be more than 150 kilometres.

#### 3.1.7 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of twelve (12) months or 2000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

#### 3.1.8 Extended Warranty Period

Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the minimum warranty period of twelve (12) months or 2000 hours of usage, whichever comes first.

If yes, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any ancillary items.

Any extended warranty period offered will not be included in the financial evaluation.



## PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

##### 4.1.1.1 Mandatory Technical Evaluation Criteria

###### 4.1.1.1.1 New Accessories – Proof of Compliance (if applicable)

Bidders proposing new accessories must submit with their bid all proof of compliance, as defined below, demonstrating that the new accessories meets the requirement detailed in the latest version of the Purchase Description for the applicable group and configuration issued under RFSA E60HS-16BCKH/A.

### 4.1.2 Financial Evaluation

Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex "A" - Pricing for all configurations for which they are submitting a bid.

The price of the bid must be in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable and Applicable Taxes extra.

### 4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory financial evaluation criteria and all mandatory technical evaluation criteria, where applicable, to be declared responsive. The responsive bid with the lowest aggregate evaluated price per configuration will be recommended for award of a contract. More than one contract may be awarded.

#### DEFINITION:

**"Proof of Compliance"** means an unaltered document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software. The document **must** provide detailed information on each performance requirement and/or specification. Where a document submitted as **Proof of Compliance** does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications **must** be provided. The certificate **must** detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications 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.

#### **5.1.1 Product Conformance**

The Bidder certifies that all vehicles/equipment/accessories being offered are identical to those proposed and accepted under its Supply Arrangement issued pursuant to RFSA E60HS-16BCKH/A, except where the accessories are obsolete or superseded by new accessories.

This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4, where applicable.

\_\_\_\_\_  
Bidder’s authorized representative signature

\_\_\_\_\_  
Date

#### **5.1.2 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/canada/esdc/labour's) 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 Requirement**

There is no security requirement associated with this bid solicitation.

### **6.2 Requirement - Contract**

The Contractor must deliver **(CA must insert quantity and description at time of contract award)** and related items as described in Annex "B" – Requirement and in accordance with its Supply Arrangement issued pursuant to RFSA E60HS-16BCKH/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 - Medium Complexity - Goods, apply to and form part of the Contract.

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

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

Delete subsection 2 in its entirety and replace with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

### **6.4 Term of Contract**

#### **6.4.1 Delivery Date**

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

Item 001 – \_\_\_\_\_ (**CA must insert quantity and description at time of contract award**) and ancillary items must be delivered within \_\_\_\_\_ (**CA must insert delivery as per section 3.1.3 at time of contract**) weeks/calendar days from the effective date of the contract.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Darlene Thorne

Title: Supply Officer

Organization: Public Works and Government Services Canada

Telephone: (250) 216-3168

E-mail address: [Darlene.Thorne@tpsgc-pwgsc.gc.ca](mailto:Darlene.Thorne@tpsgc-pwgsc.gc.ca)

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **6.5.2 Procurement Authority**

The Procurement Authority for the contract is:

To be inserted at Contract Award.

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.

### **6.5.3 Technical Authority**

The Technical Authority for the Contract is:

To be inserted at Contract Award.

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.

### **6.5.4 Contractor's Representative (Please complete)**

**General enquiries**

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### **Delivery follow-up**

Name: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### **6.5.5 After Sales Service**

The following authorized dealer and/or agent is authorized to provide after sales service, maintenance and warranty repairs; and a full range of repair parts for the vehicle/equipment offered:

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

#### **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 the firm unit prices specified in Annex "A" - Pricing, and as follows:

Firm unit prices in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

##### **6.6.2 Electronic Payment of Invoices**

The Contractor accepts to be paid using 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)

##### **6.6.3 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C6000C	Limitation of Price	2011-05-16

H1001C

Multiple Payments

2008-05-12

## **6.7 Invoicing**

### **6.7.1 Invoicing Instructions**

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.
3. The Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no taxes payable as they were claimed and payable under the previous invoice for the vehicle/equipment/service.
4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.
5. Each invoice must be supported by:
  - (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
7. Invoices must be distributed as follows:
  - (a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.
  - (b) One (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

### **6.7.2 Holdback**

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

## **6.8 Certifications**

### **6.8.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply

with any certification, fails to provide the additional information, or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

#### **6.9 Applicable Laws - Contract**

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

#### **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 2010A (2016-04-04) General Conditions - Medium Complexity - Goods;
- (c) Annex "A" - Pricing;
- (d) Annex "B" – Requirement
- (e) The Contractor's bid dated *(to be inserted by CA at time of contract award)* \_\_\_\_\_, as amended *(to be inserted by CA at time of contract award)* \_\_\_\_\_.

#### **6.11 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
A1009C	Work Site Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
G1005C	Insurance	2016-01-28

#### **6.12 Inspection and Acceptance**

The Technical Authority or his representative is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or its representative. Should any report, document, good or service not be in accordance with the requirements of the Purchase Description and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

#### **6.13 Preparation for Delivery**

The vehicle/equipment shall be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to the inspection authority or consignee at the final delivery location.

#### **6.14 Shipping Instructions - Delivery at Destination**

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (in accordance with Annex "A"- Pricing) as specified below. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in Annex "A" - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

#### **6.15 Delivery and Unloading**

Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.

#### **6.16 Post-Contract Award Meeting**

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

#### **6.17 Tools and Loose Equipment**

For shipment verification, all items and tools, which are shipped loose with the vehicle/equipment must be listed on the Inspection Certificate (CF1280) or on an attached packing note.

#### **6.18 Assembly/Preparation at Delivery**

The Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all vehicles/equipment delivered. The assembly/preparation must be performed at no additional cost to Canada.

#### **6.19 Interchangeability**

Unless changes during the production run are authorized by the Contracting Authority, all vehicles/equipment supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.



## ANNEX “A” – PRICING

### Item 001 – Backhoe (One)

The Contractor must deliver **One (1) - Backhoe – Group 1 and Configuration A** and ancillary items such as but not limited to **vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letter(s) and Initial Parts Kits including familiarization instruction/training or other**, in accordance with the attached Annex B - Requirement.

#### Destination

**(One (1) - Backhoe – Group 1 and Configuration A** and ancillary items must be delivered to:

Institute of Ocean Sciences  
9060 West Saanich Road  
Sidney, BC  
\_\_\_\_\_

The contact person at destination is: to be inserted at Contract Award.

Firm unit price of \$\_\_\_\_\_ per vehicle/equipment and ancillary items, Delivered Duty Paid (9060 West Saanich Road, Sidney, BC), in accordance with Part 6, Basis of Payment.

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

### Item 002 – Extended Warranty Period

If the warranty period is extended for an additional period of \_\_\_\_\_ months/calendar days, the Contractor will be paid a firm unit price of \$\_\_\_\_\_ per vehicle/equipment, Goods and Services Tax or the Harmonized Sales Tax extra.

(Item 002 will not be included in the financial evaluation)

## ANNEX “B” – REQUIREMENT

<b>ITEM 001</b>		
<b>GROUP 1 (LOADER BACKHOE), CONFIGURATION A - QUANTITY 1</b>		
<b>In accordance with Purchase Description Group 1 (Tractor Loader Backhoe) dated <u>2016-12-21</u> including the following features and accessories:</b>		
<b>DESCRIPTION</b>	<b>PARAGRAPH</b>	<b>QUANTITY</b>
Vehicle All Wheel Drive	3.9.2	1
Hydraulic Coupler (Backhoe)	3.5.2 (c)	1
Hydraulic Thumb (Backhoe)	3.5.2 (d)	1
Front Fenders	3.5.2 (e)	1
Bucket w/cutting edge (Loader)	3.5.3 (a)	1
4 in 1 Bucket (Loader)	3.5.3 (b)	1
Forklift (Loader)	3.5.3 (d)	1
Trenching Bucket (Backhoe) - Narrow	3.5.3 (j)	1
Trenching Bucket (Backhoe) - Wide	3.5.3 (k)	1
Ditching Bucket (Backhoe)	3.5.3 (l)	1
Jack-Hammer (Backhoe)	3.5.3 (o)	1
Earth Auger (Backhoe) with Bit	3.5.3 (q)	1
Additional Auger Bit No. 1	3.5.3 (s)	1
Additional Auger Bit No. 2	3.5.3 (t)	1
Fuel Fired Heater	3.8.4 (a)	1
Beacon Blue	3.16.1 (a)	1
Automatic Grease System	3.18.1	1
Initial Parts Kit	4.1.4 (a)	1
2nd Operator’s Manual with Vehicle	4.1.4 (b)	1
Paper Maintenance Manual - English	4.1.4 (c)	1
Digital Maintenance Manual - English	4.1.4 (e)	1
Digital Parts Manual	4.1.4 (h)	1
Training – Familiarization – English	4.2 (a)	1

### **ANNEX “C” – 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)