



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Industrial Vehicles & Machinery Products Division
11 Laurier St./11, rue Laurier
7B1, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

Title - Sujet Mini-Excavator	
Solicitation No. - N° de l'invitation 5P203-170520/A	Date 2018-02-16
Client Reference No. - N° de référence du client 5P203-170520	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-650-74441	
File No. - N° de dossier hs650.5P203-170520	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-04-03	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Santarossa, Paolo	Buyer Id - Id de l'acheteur hs650
Telephone No. - N° de téléphone (873) 469-3502 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: See Herein précisé dans les presente	

Instructions: See Herein

Instructions: Voir aux présentes

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

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Trade Agreements
- 1.4 Debriefing

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws - Bid
- 2.5 Improvement of Requirement during Solicitation Period

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 Security Requirement
- 6.2 Requirement - Contract
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Contract
- 6.5 Authorities
- 6.6 Payment
- 6.7 Invoicing
- 6.8 Certifications
- 6.9 Applicable Laws - Contract
- 6.10 Priority of Documents
- 6.11 SACC Manual Clauses
- 6.12 Inspection and Acceptance
- 6.13 Preparation for Delivery
- 6.14 Shipping Instructions - Delivery at Destination
- 6.15 Post-Contract Award Meeting
- 6.16 Tools and Loose Equipment
- 6.17 Assembly/Preparation at Delivery
- 6.18 Interchangeability

Attachments

Annex A – Pricing

Annex B - Statement of Work

Annex C - Electronic Payment Instruments

Annex D – Technical Evaluation Criteria

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into six (6) parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments include the Annex A - Pricing, Annex B - Statement of Work, Annex C – Electronic Payment Instruments , Annex D – Technical Evaluation Criteria

1.2 Summary

Parks Canada has a requirement to purchase one (1) mini-excavator and ancillary items, in accordance with Annex B - Statement of Work, and as described at Annex A - Pricing.

1.3 Trade Agreements

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

1.4 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 issued by Public Works and Government Services Canada (PWGSC).

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 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.

2.5 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications, Statement of Work or Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

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.

Bidders should submit, with their bid, the completed Technical Evaluation Criteria in Annex D.

3.1.1 Substitutes and Alternatives

Bidders may propose substitutes and alternatives where **equivalent** is indicated in the technical requirement description (Purchase Description/Statement of Requirement/Statement of Work).

- 1. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance will be considered for acceptance by the Technical Authority where the Bidder:
 - (a) Clearly identifies a substitute and/or an alternative;

- (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
 - (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
 - (d) Provides complete specifications and brochures, where applicable;
 - (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
 - (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.
2. Substitutes and alternatives offered as equivalent in form, fit, function quality and performance will not be considered for acceptance by the Technical Authority if:
- (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or
 - (b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.
3. Bidders are encouraged to offer or suggest green products whenever possible.

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 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

3.1.3.1 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#) , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.4 Best Delivery Date – Bid

3.1.4.1 Firm Quantity

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

Item 001 – one (1) mini-excavator 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 dealers and/or agents authorized 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 100 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

- (a) Bidders must demonstrate their compliance with all technical evaluation criteria detailed in Annex D.
- (b) Bidders proposing substitutes and/or alternatives must submit with their bid, all the information detailed in Part 3, Section 1 - Substitutes and Alternatives to be considered for evaluation.

4.1.2 Mandatory Financial Evaluation Criteria

4.1.2.1 Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex A - Pricing for item 001.

4.1.2.2 The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for item 001 the firm quantity Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial 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. 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#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Product Conformance

The Bidder certifies that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of the Annex B – Statement of Work.

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

Bidder's authorized representative signature

Date

5.2.3.2 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidder's authorized representative signature

Date

Or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidder's authorized representative signature

Date

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 one (1) mini-excavator and ancillary items, in accordance with Annex B - Statement of Work, and at Annex A - Pricing.

6.2.1 Technical Changes, Substitutes and Alternatives

Any technical changes, substitutes and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function, quality and performance to what is being replaced and must be at no additional cost to Canada. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the substitute or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

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 - 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".

6.4 Term of Contract

6.4.1 Delivery Date

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

Firm Quantity

Item 001 – one (1) mini-excavator and ancillary items must be delivered within to be inserted by PWGSC 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:

Paolo Santarossa
Intern Officer
Public Services and Procurement Canada
Acquisitions Branch
LEFTD - HS Division
Place du Portage, Phase III, 7B1
Gatineau, Quebec K1A 0S5
Telephone: 873-469-3502
E-mail address: paolo.santarossa@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.

6.5.2 Procurement Authority

The Procurement Authority for the contract is:

To be inserted by PWGSC

Telephone: _____

Facsimile: _____

E-mail address: _____

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 by PWGSC

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.

6.5.4 Contractor's Representative

General enquiries

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

6.5.5 After Sales Service

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

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 price(s) specified in Annex A - Pricing, and as follows:

6.6.1.1 Basis of Payment Type 1

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

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

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

SACC Reference	Title	Date
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12
C3015C	Exchange Rate Fluctuation Adjustment	2017-08-17

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.
- (c) One (1) copy must be forwarded to the consignee.

6.7.2 Holdback

- 1. Canada will apply a ten (10) percent holdback on any due payment for the vehicle/equipment/service (Item 0001) 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 - Statement of Work;
- (f) The Contractor's bid dated (to be inserted by PWGSC) _____, as amended (to be inserted by PWGSC) _____.

6.11 SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
A9068C	Government Site Regulations	2010-01-11
G1005C	Insurance	2016-01-28

6.12 Inspection and Acceptance

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

6.13 Preparation for Delivery

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

6.14 Shipping Instructions - Delivery at Destination

1. 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.
2. 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 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 must 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 a Parks Canada facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, Parks Canada and Public Works and Government Services Canada.

6.16 Tools and Loose Equipment

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

6.17 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.

6.18 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 – Mini-Excavator (Firm Quantity)

The Contractor must deliver one (1) mini-excavator and ancillary items such as but not limited to vehicle manuals in accordance with Annex B - Statement of Work.

The Mini-Excavator and ancillary items must be delivered to:

Parks Canada
Forillon National Park
Operations Center
1501 boul. Forillon
Gaspé (QC) G4X 6M1

The contact person at destination is: (to be inserted by PWGSC).

Firm lot price of \$_____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

ANNEX B - Statement of Work

1. Overview

Parks Canada has a requirement to purchase one (1) mini-excavator and ancillary items for maintenance of its backcountry trails.

2. Technical specifications

2.1. Weight

- 2.1.1.** The maximum weight must not exceed 1800 kg for transport and trail access.

2.2. Engine and transmission

- 2.2.1.** Given the nature of the work to be carried out (excavation, levelling, rock moving, etc.), the mini excavator's diesel engine gross horsepower rating must be at least 12 HP.
- 2.2.2.** The mini excavator must have at least a 5-gallon tank. A full tank of fuel must ensure operational autonomy throughout an entire 8hr work shift.

2.3. Hydraulic system

- 2.3.1.** To maintain sufficient force and pressure in the hydraulic system during operation (while removing rocks, digging in rocky ground, etc.) the breakout force must be at least 3,300 lb.
- 2.3.2.** A hydraulic breaker and thumb must be included with the excavator, so it must be equipped with an auxiliary output for hydraulic accessories (bit, pneumatic drill, etc.).
- 2.3.3.** The mini excavator must be equipped with a quick connector built into the jib. The mini excavator must be equipped with a jib-mounted flat-surface quick connector.
- 2.3.4.** Given the location where vehicles will be stored and used, the mini excavator must be supplied with a hydraulic system, fluids, and lines capable of operating in temperatures ranging from –40 degrees Celsius to 40 degrees Celsius.
- 2.3.5.** The system must use biodegradable oil, not mineral oil.

2.4. Design: Cabin layout

- 2.4.1.** The mini excavator operator will spend long hours on rough terrain. For this reason the operator's seat must be equipped with a suspension system, arm rests, wrist rests, lumbar support, and a safety belt. The seat must also be adjustable—it must slide forward and back—to vary the distance between the operator and the controls. The

operator must also be able to lower the arm rests into a position parallel with the seat base and raise them to be parallel with the seat back.

- 2.4.2.** The mini excavator must be equipped with roll-over protective structures (ROPS), falling-object protective structures (FOPS), and tip-over protective structures (TOPS) to ensure operator safety. ROPS must be compliant with ISO standard 12117-2:2008, TOPS with ISO standard 12117-200, and FOPS with ISO standard 10262.

2.5. Standard equipment for operational checks

- 2.5.1.** The instrument panel must have indicators for oil pressure, engine temperature, fuel level, and battery voltage, as well as an hour counter and odometer. The mini excavator must also be equipped with an audible warning system and/or a warning light to alert the operator of any mechanical failure in the systems listed above. Indicator lights for the parking brake, engine oil pressure, fuel level, a door ajar, engine temperature, etc. are mandatory to alert the operator of a defect or problem that could interfere with proper mini excavator operation. These control instruments will help the operator anticipate potential risks and take proper steps to correct any mechanical failures.
- 2.5.2.** The mini excavator must have rear corner guards to protect mechanical, hydraulic, and electrical components located in the back.
- 2.5.3.** The mini excavator must be equipped with a hydraulic control lever near the operator's seat.
- 2.5.4.** The mini excavator must be equipped with an audible warning system to indicate that it is moving forward or reversing. The warning signal will alert hikers and employees that the mini excavator is in motion. The audible warning system will alert anyone nearby that the mini excavator is in motion.

2.6. Lighting

- 2.6.1.** Headlights must allow the operator to see ahead clearly whenever the vehicle is in motion. They must enable the operator to continue working in low light or dark conditions. They must also allow the operator to see the exterior components of the mini excavator. The nighttime lighting system must include exterior lights on the cabin. They must allow the operator to continue working at night.
- 2.6.2.** The dashboard must be lit so the operator can see and read all the information.

2.7. Traction system

- 2.7.1.** Track width not to exceed 1,000 mm to be able to access our narrower trails and cross small bridges.

2.7.2. When the excavator rotates, the house must remain within the width of its tracks, with zero tail swing. It should stay within a space no bigger than the total track width, even with the back of the excavator. This is important for carrying out work in confined spaces like trails.

2.7.3. The track must be rubber to limit the impact of mini excavator movement on trails and other locations.

2.8. Equipment

2.8.1. Front blade

2.8.1.1. The mini excavator must have a front blade capable of rising at least 7 inches from the origin and lowering at least 7 inches from the origin with hydraulic control. The operator must be able to control and position the blade to perform levelling work independent of terrain.

2.8.2. Bucket

2.8.2.1. The mini excavator must be delivered with a 24±1 inch. toothless trenching bucket and an 18±1 inch. tooth bucket.

2.8.2.2. To be able to replace culverts and other structures along trails, the digging depth must be at least 6 feet.

2.8.3. Hydraulic breaker

4.7.2.1 The mini excavator must be delivered with a hydraulic breaker and all equipment required for its operation.

2.8.4. Hydraulic thumb clamp

2.8.4.1. The mini excavator must be delivered with a hydraulic thumb clamp and all equipment required for its operation.

2.9. Documentation

2.9.1. The contractor must provide two (2) copies of the user manuals for the vehicle. The contractor must also provide two (2) copies of the technical manuals including electrical, mechanical, hydraulic, and other diagrams.

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)

ANNEX D – Technical Evaluation Criteria

Item #	Descriptions	Reference in the Statement of Work	Reference in the Bid
1	Minimum engine power of 12hp	2.2.1	
2	Fuel type is Diesel	2.2.1	
3	Hydraulic System uses biodegradable oil	2.3.5	
4	Minimum fuel tank of 5 Gallons	2.2.2	
5	Maximum weight of 1800 kg	2.1.1	
6	Maximum width of 1000 mm	2.7.1	
7	Zero tail swing when rotating	2.7.2	
8	Operate between -40 Celsius and +40 Celsius.	2.3.4	
9	Minimum breakout force of 3300 lbs.	2.3.1	
11	Front blade rises: minimum 7 inches from origin Front blade lowers: minimum 7 inches from origin	2.8.1.1	