



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid Receiving
- PWGSC

1550, Avenue d'Estimauville

1550, D'Estimauville Avenue

Québec

Québec

G1J 0C7

FAX pour soumissions: (418) 648-2209

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

TPSGC/PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

Title - Sujet Snow removal equipment for a truck	
Solicitation No. - N° de l'invitation W0106-18J300/A	Date 2018-04-03
Client Reference No. - N° de référence du client W0106-18J300	
GETS Reference No. - N° de référence de SEAG PW-\$QCN-032-17379	
File No. - N° de dossier QCN-7-40297 (032)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2018-05-15	Time Zone Fuseau horaire Heure Avancée de l'Est HAE
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: Fortin, Marie-Claire	Buyer Id - Id de l'acheteur qcn032
Telephone No. - N° de téléphone (418) 649-2764 ()	FAX No. - N° de FAX (418) 648-2209
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Ministère de la Défense nationale Base de soutien de la 2 Division du Canada, Valcartier Bâtiment 110 COURCELETTE Québec G0A4Z0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Delivery Required - Livraison exigée Voir doc	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

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PART 1 - GENERAL INFORMATION

1.1 Requirement

The requirement is detailed at article 6.2 of the Resulting Contract Clauses section.

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 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 Epost Connect

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation for bid submission. Bidders must refer to Part 2 of the bid solicitation entitled Instructions to bidders for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The 2003 standard instructions is amended as follows:

- Section 5, entitled Submission of bids, is amended as follows:
 - subsection 1 is deleted entirely and replaced with the following: "Canada requires that each bid, at solicitation closing date and time or upon request from the Contracting Authority, for example in the case of epost Connect service, be signed by the Bidder or by an authorized representative of the Bidder. If a bid is submitted by a joint venture, it must be in accordance with the section entitled Joint venture."
 - subsection 2.d is deleted entirely and replaced with the following: "send its bid only to the specified Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) identified in the bid solicitation, or to the address specified in the bid solicitation, as applicable;"
 - subsection 2.e is deleted entirely and replaced with the following: "ensure that the Bidder's name, return address and procurement business number, bid solicitation number, and solicitation closing date and time are clearly visible on the bid; and,"
- Section 6, entitled Late bids, is deleted entirely and replaced with the following: "PWGSC will return bids delivered after the stipulated solicitation closing date and time, unless they qualify as a delayed bid as described in the section entitled Delayed bids. For bids submitted using means other than the Canada Post Corporation's epost Connect service, the bid will be returned. For bids submitted using Canada Post Corporation's epost Connect service, conversations initiated by the Bid Receiving Unit via the epost Connect service that contain access, records and information pertaining to a late bid will be deleted."
- Section 07, entitled Delayed bids, is amended as follows:
 - Subsection 1 is amended to add the following piece of evidence: "d. a CPC epost Connect service date and time record indicated in the epost Connect conversation activity."
- Section 8, entitled Transmission by facsimile, is deleted and replaced by the following:

"Transmission by facsimile or by epost Connect

 1. Facsimile
 - a. Unless specified otherwise in the bid solicitation, bids may be submitted by facsimile. The only acceptable facsimile number for responses to bid solicitations issued by PWGSC headquarters is 819-997-9776 or, if applicable, the facsimile number identified in the bid solicitation. The facsimile number for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
 - b. For bids transmitted by facsimile, Canada will not be responsible for any failure attributable to the transmission or receipt of the faxed bid including, but not limited to, the following:

- i. receipt of garbled or incomplete bid;
 - ii. availability or condition of the receiving facsimile equipment;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid; or
 - vii. security of bid data.
- c. A bid transmitted by facsimile constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids.

2. ePost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the [epost Connect service provided by Canada Post Corporation](https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a) (https://www.canadapost.ca/web/en/products/details.page?article=epost_connect_send_a).
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
- c. If the Bidder is sending an email to the Bid Receiving Unit, the Bid Receiving Unit will then initiate an epost Connect conversation which will allow the Bidder to transmit its bid afterward at any time prior to the solicitation closing date and time. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access the message within the conversation, and the Bidder can reply to the email notification by transmitting its bid.
- d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after solicitation closing date and time.
- e. The email address of PWGSC Quebec Region Bid Receiving Unit is: TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.PWGSC@tpsgc-pwgsc.gc.ca. The solicitation number must be identified in the epost Connect message field of all electronic transfers.
- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian address, they may use the Bid Receiving Unit address specified on page 1 of the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
 - i. receipt of a garbled or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or
 - viii. inability to create an electronic conversation through the epost Connect service.

- h. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with the section entitled Submission of bids."

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.2.1 By Epost Connect service

2.2.2 By fax to: 418-648-2209

2.2.3 By mail or in person at:
Public Works and Government Services Canada (PWGSC)
1550, Avenue of Estimaerville
Quebec City, Quebec G1J 0C7

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority Marie-Claire.Fortin@tpsgc-pwgsc.gc.ca 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 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 the Province of Quebec.

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

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 8 of the 2003 Standard Instructions and as amended in Part 2 - Bidder Instructions, Article 2.1 Standard Instructions, Clauses and Conditions. Bidders are required to provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Financial Bid
Section II: Certifications

If the Bidder is simultaneously providing a hard copy of the bid using another acceptable delivery method, and if there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the soft copy will have priority over the wording of the hard copy.

- If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Financial Bid (1 hard copie)
Section III: Certifications (1 hard copie)

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: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment – Annex B. The total amount of Applicable Taxes must be shown separately.

3.1.1 Exchange Rate Fluctuation

[C3011T](#) (2013-11-06) Exchange Rate Fluctuation

Section II: Certifications

Bidders must submit the certifications and additional information required under Part 5.

N° de l'invitation - Solicitation No.
W0106-18J300/A
N° de réf. du client - Client Ref. No.
W0106-18J300

N° de la modif - Amd. No.
File No. - N° du dossier
QCN-7-40297

Id de l'acheteur - Buyer ID
QCN032
N° CCC / CCC No./ N° VME - FMS

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including financial evaluation criteria.

4.1.2 Financial Evaluation

SACC Manual Clauses A0220T (2014-06-26) Evaluation of price – Bid

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation including Annex A – Statement of Requirement to be declared responsive. The responsive bid with the lowest Total Bid Price (TBP) will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" 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#s4) (<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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4)" list at the time of contract award.

5.2.3 OEM Certification (Annex C)

- a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification regarding the Bidder's

authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). **(Annex C)**

No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided. Alterations to the statements in the form may result in the bid being declared non-responsive.

- b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- c) For the purposes of this bid solicitation, EOM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

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

There is no security requirement applicable to this contract.

6.2 Requirement

The Contractor must supply the equipment in accordance with the requirements described in Annex A and its technical submission entitled _____, dated _____.

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.

6.3.1.1 Warranty Period

1. Section 09 of general conditions 2010A (2016-04-04) is amended by replacing the period of 12 months by 24 months.

All other provisions of the warranty section remain in effect.

2. Section 09 of general conditions 2010A (2016-04-04) is amended by deleting subsection 2 in its entirety and replacing it 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 Period of the Contract

The contract period is from the date of contract award until the end of the warranty period inclusively.

6.4.2 Delivery Date

All deliverables must be received by November 15, 2018.

6.4.3 Liquidated Damages

1. If the Contractor fails to deliver the goods within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$200,00 for each calendar day of delay. The total amount of the liquidated damages must not exceed 10 percent of the contract price.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name : Marie-Claire Fortin
Title : Procurement Agent
Public Services and Procurement Canada
Supply and Compensation Directorate
Address : 1550 D'Estimauville Avenue,
Quebec City, Quebec, Canada
G1J 0C7
Telephone : 418-649-2764
Facsimile : 418-648-2209
E-mail : Marie-Claire.Fortin@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 Project Authority

The Project Authority for the Contract is : *(will be added to the contract)*

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

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: _____

Facsimile: _____

E-mail address: _____

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 price, as specified in Annex B for a cost of \$ _____ (*insert the amount at contract award*). Customs duties are *included* and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 Terms of payment

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

6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the address :

2nd Canadian Division Support Base Valcartier
Building 110
Courcellette, Quebec
G0A 4Z0
 - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

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) Goods (Medium Complexity) as amended in the articles of this Convention;
- c) Annex A, Statement of Requirement;
- d) Annex B, Basis of payment;
- e) Annex C, Certification and bidder forms
- f) the Contractor's bid dated _____ (*insert date of bid*)

6.11 SACC Manual Clauses

A9062C	2010-01-11	Canadian Forces Site Regulations
A9006C	2012-07-16	Defence Contract
D9002C	2007-11-30	Incomplete Assemblies

6.12 Insurance – Specific Requirements

The Contractor must comply with the insurance requirements specified in Article 6.15. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Rating no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.13 Inspection and Acceptance

The Project 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.

6.14 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered DDP Delivered Duty Paid; Department of National Defence, 2nd Canadian Division Support Base Valcartier, Building 110, Courcellette, Quebec, G0A 4Z0, Incoterms 2000 for shipments from commercial contractor.

6.15 Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability policy must include the following:
 - a. Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b. Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e. Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f. Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

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- j. Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- k. If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

ANNEX A - STATEMENT OF REQUIREMENT

A.1 Introduction

The 2nd Canadian Division Support Base, Valcartier (Base Valcartier) of the Department of National Defence (DND) needs to purchase a front hitch, one-way plow and plow side-wing (called "new equipment" below) for a 2014 Western Star truck, model 4800, with 6-wheel drive, for driving only on gravel logging roads. The requirement includes the installation of the new equipment. The contractor will also be responsible for transporting the truck between Base Valcartier and the contractor's workshops.

A.2 Transportation/Delivery and Unloading

1. The contractor is responsible for transporting the truck on a flatbed, or driving it, back and forth between Base Valcartier and the contractor's workshops in order to uninstall the current mounting frame and install a new mounting frame (harness).
2. The contractor is responsible for delivering the new equipment to Base Valcartier.

If the contractor uses a flatbed to deliver the truck, the flatbed must be equipped with a device for unloading it at locations with no hydraulic, stationary or other type of unloading facility. When making deliveries, sufficient personnel must be provided to permit unloading of all types of vehicles without the assistance of federal government employees. In the event that the new equipment is delivered using a flatbed trailer (53 feet), the trailer can be backed up directly into the building. The new equipment can be unloaded directly onto the floor and assembled there.

A.3 Testing

At the time of delivery, the contractor will install and uninstall the new equipment at Base Valcartier with the technical authority (or the latter's representative) in order to demonstrate the retention system's effectiveness.

The contractor must contact the technical authority to schedule dates and times to meet at Base Valcartier to hold the demonstration, at least one business day in advance.

A.4 Documentation

At the time of delivery, the contractor must provide a manual on how to use and maintain the new equipment and that contains at least a list of parts.

A.5 Requirements regarding the new equipment

5.1 The drive frame and front hitch (harness) for driving at a maximum of 50km/hr on gravel logging roads must have the following characteristics:

- a) **Quick mounting device** – in front, with power tilt capability and controls inside the cab, for trucks equipped with hoods that swing open towards the front;
- b) **Quick disconnect couplings** – hydraulic lines equipped with quick disconnect couplings;
- c) **Power lift cylinder** – power lift cylinder, double action, 12 inches long (plus or minus 1 inch);
- d) **Nitrated rod** – nitrate-treated hydraulic rods;
- e) **Oscillating plate** – reinforced oscillating plate to enable the plow to follow the contours of the road surface;
- f) **Front support plates** – made of 10-or-better-gauge steel at least 3/4-inch thick and set back as far as possible along the truck chassis frame rails in order to provide optimum support; and
- g) **Colour:** black.

5.2 The one-way snow plow must have the following characteristics:

- a) **Moldboard** – made of 10-or-better-gauge continuous-curve steel for driving a maximum of 50km/hr on gravel logging roads, including upper horizontal support, lower horizontal support and vertical ribs (the moldboard must be adjustable to allow for various cutting-edge attack angles);
- b) **Nominal dimensions**
 - i. Nose height: 32 inches (plus or minus 1 inch),
 - ii. Discharge height: 62 inches (plus or minus 2 inches),
 - iii. Overall length: 12 feet (plus or minus 6 inches),
 - iv. Clearing path: 10 feet (plus or minus 1 foot), and
 - v. Moldboard material thickness: 5/8 inch (plus or minus 1/8 inch);
- c) **Cutting blade** – a multi-section 10-or-better-gauge carbide steel cutting blade;
- d) **Trip mechanism** – a compression-type trip mechanism for absorbing road shocks;
- e) **Wear blocks** – at least two moldboard wear blocks;
- f) Two height-adjustable **skid shoe assemblies**;
- g) A **rubber deflector**; and
- h) **Colour:** black or yellow.

5.3 The side-wing snow plough must have the following characteristics:

- a) **Moldboard** – made of 10-or-better-gauge continuous-curve steel, including upper horizontal support, lower horizontal support and vertical ribs;
- b) **Benching operations** – capable of performing limited benching operations at a height of at least 3 to 4 feet;
- c) **Nominal dimensions**
 - i. Height at the front end: 32 inches (plus or minus 1 inch),
 - ii. Height at the discharge end: 38 inches (plus or minus 2 inches),
 - iii. Overall height: 11 feet (plus or minus 6 inches), and
 - iv. Moldboard material thickness: 5/8 inch (plus or minus 1/8 inch);
- d) **Carbide cutting edge**;
- e) **Front plow interference** – using the side-wing snow plough must not interfere with the operation of the front plough;
- f) **Dump body interference** – using the side-wing snow plough must not interfere with the operation of the dump body;
- g) **Engine hood interference** – using the side-wing snow plough must not interfere with opening the engine hood and the plough's design must be such that one person can easily and safely manipulate the hood opening system;
- h) **Overlap** – the cutting path of the plow must overlap to ensure that a ridge of snow is not left between the plow and the wing;
- i) **Quick mounting posts** – front- and rear-mounting posts designed for quick mounting and dismounting of the wing and brace (the front post must not interfere with opening of the vehicle hood on trucks equipped with hoods that tilt forward);
- j) **Hydraulic lifting** – a hydraulically operated lifting and lowering mechanism;
- k) **Wing travel position** – designed so that the operator can see out the right-side window while the side plow is in the up position;
- l) **Side plough angle of attack** – hydraulically adjustable arm to change the angle between the blade and the vehicle;
- m) **Safety chain** – a safety chain arrangement to secure the nose of the wing in the event of break-away;
- n) **Stowed safety chain** – a safety chain arrangement to secure the wing when in the stowed position;
- o) **Road shock protection** – a trip mechanism for protection against road shock;
- p) **Quick disconnect couplings** – hydraulic lines that are equipped with quick disconnect couplings;
- q) **Nitrated rods** – nitrate-treated hydraulic rods; and

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l) **Colour:** black or yellow.

A.6 Other deliverable

Within a maximum of two months after contract award, the Contractor must send a technical drawing or data sheet to the Technical Authority demonstrating the equipment's compliance with the entire requirement described in Annex A.

This deliverable does not release the Contractor from its obligation to provide an equipment in accordance with the Requirement in Annex A.

A.7 Appendix 1 of Annex A – photos

Note: When the truck is handed over to the contractor, the equipment on site (scrapers) will be removed; the mounting frame must be removed by the contractor.

Photo 1



Photo 2



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Photo 3



ANNEX B - BASIS OF PAYMENT

Art.	Description	Qty	UD	Firm Unit Price	Total Firm Price (CAD)
1	Drive frame and front hitch, one-way snow plow and plow side-wing for Western Star truck As per the specifications set out in Annex A: Brand offered: _____ Model offered: _____	1	lot	_____ \$	_____ \$
2	Uninstallation of the current mounting frame and installation of a new mounting frame in the contractor's workshops	1	lot	_____ \$	_____ \$
3	Transportation back and forth of the Western Star truck, model 4800	1	lot	_____ \$	_____ \$
4	Testing at Base Valcartier	1	lot	_____ \$	_____ \$
5	Manual containing a list of parts	1	lot	_____ \$	_____ \$
6	Delivery of the equipment (Valcartier, Quebec, Canada), including customs duties and handling fees	1	lot	_____ \$	_____ \$
TOTAL BID PRICE (TBP) =					_____ \$
Note : Price including not Applicable Sales Taxes					
<p><i>* Bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes and the subsequent Contract award. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.</i></p> <p>The subsequent contract will be in Canadian dollars.</p>					

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ANNEX C - CERTIFICATION AND BIDDER FORMS

Form 1 – To be submitted with bid

5.2.3 OEM Certification

OEM Certification Form

This confirms that the original equipment manufacturer (OEM) identified below has authorized the Bidder named below to provide and maintain its products under any contract resulting from the bid solicitation identified below.

Name of OEM	_____
Signature of authorized signatory of OEM	_____
Print Name of authorized signatory of OEM	_____
Print Title of authorized signatory of OEM	_____
Address for authorized signatory of OEM	_____
Telephone no. for authorized signatory of OEM	_____
Fax no. for authorized signatory of OEM	_____
Date signed	_____
Solicitation Number	_____
Bidder's name	_____