



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government  
Services Canada/Réception des  
soumissions/Travaux publics et Services  
gouvernementaux Canada  
Building S-111, Rm C-114  
101 Menin Rd. Garrison Petawawa  
Petawawa  
Ontario  
K8H 2X3  
Bid Fax: (613) 687-6656

## 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 Supply and  
Services Operation  
Petawawa Procurement  
Building S-111, Rm C-114  
101 Menin Rd. Garrison Petawawa  
Petawawa  
Ontario  
K8H 2X3

<b>Title - Sujet</b> FORESTRY MULCHER ATTACHMENT	
<b>Solicitation No. - N° de l'invitation</b> W0107-18C707/A	<b>Date</b> 2018-07-13
<b>Client Reference No. - N° de référence du client</b> W0107-18-CB707	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$PET-908-1511	
<b>File No. - N° de dossier</b> PET-8-49011 (908)	<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 2018-08-27</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> McCartney, Sharon	
<b>Buyer Id - Id de l'acheteur</b> pet908	
<b>Telephone No. - N° de téléphone</b> (613) 545-8674 ( )	<b>FAX No. - N° de FAX</b> (613) 545-8067
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE GARRISON PETAWAWA - RPOU (ON) DET P BLDG S-111, PO BOX 9999 STN MAIN PETAWAWA Ontario K8H2X3 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>

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

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

### **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)."

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## **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](#) ([2018-05-22](#)) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

#### **2.1.1 SACC Manual Clauses**

SACC Manual clause [B1000T](#) ([2014-06-26](#)), Condition of Material - Bid

### **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 in the bid solicitation.

### **2.3 Enquiries - Bid Solicitation**

All enquiries must be submitted in writing to the Contracting Authority no later than five (5) 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 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.

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

### **3.1 Bid Preparation Instructions**

Due to the nature of the bid solicitation, bids transmitted by epost Connect service will not be accepted.

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

Section I: Financial Bid (1 hard copy)

Section II: Certifications (1 hard copy)

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

Canada requests that bidders follow the format instructions described below in the preparation of hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 "Annex "B, Basis of Payment".

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

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

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

### **3.1.2 Exchange Rate Fluctuation**

SACC Manual clause [C3011T](#) ([2013-11-06](#)), Exchange Rate Fluctuation

### **3.1.3 SACC Manual Clauses**

## **Section II: Certifications**

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

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## **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 Financial Evaluation**

##### **4.1.1.1 Mandatory Financial Criteria**

Any bid which fails to meet the following mandatory requirements will be deemed non-responsive and will receive no further consideration:

- a) Bidders must provide manufacturer and model information for item one (1);
- b) Bidders must provide firm unit pricing for all Items;
- c) Pricing must be firm in Canadian dollars, excluding Applicable Taxes, and must not be indexed or tied to an escalation factor; and
- d) Bidders must complete and submit its financial offer in accordance with Annex "B", Basis of Payment. All prices are in Canadian dollars, Applicable Taxes excluded, Incoterms 2010 Delivered Duty Paid (DDP), Canadian Customs duties and excise taxes included.

##### **4.1.2 Evaluation of Price - Bid**

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Incoterms 2010 Delivered Duty Paid (DDP), Canadian customs duties and excise taxes included.

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection**

SACC Manual clause [A0069T](#) (2007-05-25), Basis of Selection

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## PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

### 5.1 Certifications Required with the Bid

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

#### 5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

### 5.2 Certifications Precedent to Contract Award and Additional Information

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

#### 5.2.1 Integrity Provisions – Required Documentation

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

#### 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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



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## PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Requirement

The Contractor must provide the items detailed under the "Requirement" at Annex "A".

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010A](#) ([2018-06-21](#)), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

The period of the Contract is from date of Contract to 2018-12-28 inclusive.

#### 6.4.2 Delivery Date

The Contractor must make the complete delivery within 60 calendar days from the effective date of the Contract.

#### 6.4.3 Shipping Instructions - Delivered Duty Paid

Incoterms 2000 "DDP Delivered Duty Paid"

Department of National Defence  
Garrison Petawawa  
RPOU (ON) DET PET  
PO Box 9999, STN Main, Bldg S-111  
Petawawa, Ontario  
K8H 2X3

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## 6.5 Authorities

### 6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sharon McCartney  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Ontario Region/Kingston Procurement  
Address: 86 Clarence St. 2<sup>nd</sup> Floor,  
Kingston, ON, K7L 1X3

Telephone: 613-545-8674  
Facsimile: 613-545-8067  
E-mail address: [Sharon.McCartney@pwgsc-tpsgc.gc.ca](mailto:Sharon.McCartney@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 Project Authority

The Project Authority for the Contract is **(to be inserted prior to contract award)**:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_ \_\_\_\_ \_\_\_\_  
Facsimile: \_\_\_\_ \_\_\_\_ \_\_\_\_  
E-mail address: \_\_\_\_\_

The Project Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Project Authority; however the Project Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

### 6.5.3 Contractor's Representative (to be completed by the Bidder):

The Contractor's Representative for the Contract is:

Name: \_\_\_\_\_  
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 firm unit price(s), as specified in Annex "B" for a cost of \$ \_\_\_\_\_ **(to be inserted prior to 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 Single Payment

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

### 6.6.3 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s): **(to be updated upon contract award)**:

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 6.7 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
2. Invoices must be distributed as follows:
  - a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
  - b. One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

## 6.9 Applicable Laws

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

## 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](#) ([2018-06-21](#)), General Conditions - Goods (Medium Complexity);
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment;
- (e) the Contractor's bid dated \_\_\_\_\_ (to be updated upon contract award to indicate date of bid).

## 6.11 SACC Manual Clauses

SACC Manual clause [A9062C](#) ([2011-05-16](#)) Canadian Forces Site Regulations  
SACC Manual clause [B7500C](#) ([2006-06-16](#)) Excess Goods

## 6.12 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.

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## **ANNEX "A"**

### **REQUIREMENT**

#### **Requirement for a Forestry Mulcher Attachment for CASE CX210B 21T Crawler Excavator for Real Property Operations Petawawa**

##### **1) IDENTIFICATION**

The work under this requirement comprises the supply, delivery and installation of one (1) new, excavator mounted Forestry Mulcher Attachment for Real Property Operations (RP Ops) Petawawa.

##### **2) GENERAL**

Supply, deliver and install one (1) new, not reconditioned, forestry mulcher attachment compatible for use on a CASE CX210B 21T Crawler Excavator, Serial Number DAC210K5N75AH1297;

Mounting restriction includes pin-grab mount with mounting plate;

Minimum mulching clearing width of 40 inches or 100 centimeters;

Minimum vegetation mulching diameter capacity of 6 inches or 15 centimeters;

Forestry Mulcher attachment and components must be designed for commercial and industrial year-round use;

Forestry Mulcher attachment must be delivered, assembled, ready for service including all required hydraulic hoses, oils/fluids, pumps, controls, and accessories ; and

The Contractor must operate, commission, test and calibrate attachment prior to handover and acceptance by DND.

##### **3) INSTALLATION**

Forestry Mulcher attachment installation includes all required/necessary on-site labour, equipment, materials and transportation required for the delivery, unloading, uncrating; pre-installation preparations and installation;

Forestry Mulcher attachment installation includes but is not limited to all required/necessary pressure, return and drain hoses, couplers, filters, fittings, fasteners, selector valves, controls, hydraulic oils and other fluids; and

The Contractor is responsible for the removal and disposal of all materials associated with the delivery, unloading, uncrating, pre-installation preparations and installation.

##### **4) TRAINING**

Contractor must provide one-day operation and maintenance training, for up to four (4) operators, at Garrison Petawawa, upon acceptance and handover to DND.

## 5) DELIVERABLES

The supply, delivery, assembly, installation/mounting, testing, calibration and on-site training of one (1) new, excavator mounted Forestry Mulcher Attachment;

The Forestry Mulcher attachment must be commissioned ready for use by the Contractor once all assembly, installation/mounting, testing and calibration has been completed;

Provide two (2) copies each of the manufacturers operating and installation instructions for the forestry mulcher attachment in hard copy and in electronic format;

Provide manufacturers equipment diagram(s), common parts lists, and suggested maintenance schedule for the Forestry Mulcher attachment and accessories;

Provide manufacturer's warranty letter;

Provide RP Ops Contracts with a delivery schedule a minimum of 7 days prior to shipping; and

The supply, delivery, assembly, installation/mounting, testing, calibration and on-site training of excavator mounted Forestry Mulcher Attachment must be within sixty (60) calendar days from the time the contract is awarded.

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## ANNEX "B"

### BASIS OF PAYMENT

All prices are firm, all-inclusive unit prices in Canadian dollars, Intercoms 2010 DDP Destination including all delivery, offloading, on-loading and removal charges. Canadian customs duties, excise taxes are included, Applicable Taxes extra. Applicable Taxes are not included in the pricing and are to be shown separately on invoices.

Item #	Description	Part #	Qty	Unit of Issue	Firm Unit Price
1	Forestry Mulcher Attachment		1	EACH	
2	One (1) day training session for up to four (4) operators		1	LOT	
3	Installation, testing and calibration		1	LOT	
				Extended Total	

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## **ANNEX “C” to PART 3 OF THE BID SOLICITATION**

### **ELECTRONIC PAYMENT INSTRUMENTS**

***As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.***

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)