



**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

<b>Title - Sujet</b> All-Terrain Amphibious Vehicle	
<b>Solicitation No. - N° de l'invitation</b> T3033-19240N/A	<b>Date</b> 2018-10-09
<b>Client Reference No. - N° de référence du client</b> T3033-19240N	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$QCN-034-17501	
<b>File No. - N° de dossier</b> QCN-8-41129 (034)	<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 2018-11-20</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Heure Normale du l'Est HNE
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Tremblay, Marial	<b>Buyer Id - Id de l'acheteur</b> qcn034
<b>Telephone No. - N° de téléphone</b> (418) 803-4088 ( )	<b>FAX No. - N° de FAX</b> (418) 648-2209
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Transports Canada / Transport Canada Aéroport des Îles de la Madeleine/ Magdalen Islands Airport 210 chemin de l'aéroport Havre aux maisons (Québec) G4T 5L2	

**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>	

## ALL-TERRAIN AMPHIBIOUS (UP TO 24") VEHICLE

### MAGDALEN ISLANDS AIRPORT, QUEBEC TRANSPORT CANADA

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

The requirement is detailed under Article 6.1 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 the North American Free Trade Agreement (NAFTA) and the Canadian Free Trade Agreement (CFTA).

### **1.4 epost Connect service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, 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>) 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.

### 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.

You can submit your bid:

- (a) by fax transmission number: 418-648-2209; or
- (b) by mail at the following address:

Bid Receiving Unit  
Public Works and Government Services Canada (PWGSC)  
1550 D'Estimauville Avenue  
Quebec City, Quebec, Canada, G1J 0C7

or

- (c) 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))  
The email address of PWGSC Quebec region Bid Receiving Unit is:  
[TPSGC.RQReceptionSoumissionsQRSupplyTendersReception.PWGSC@tpsgcpwgsc.gc.ca](mailto:TPSGC.RQReceptionSoumissionsQRSupplyTendersReception.PWGSC@tpsgcpwgsc.gc.ca)

**NOTE THAT YOU SHOULD NOT SEND YOUR OFFERS DIRECTLY TO THIS EMAIL ADDRESS, BUT PROCEED THROUGH CANADA POST EPOST CONNECT SERVICE**

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

All enquiries must be submitted in writing to the Contracting Authority no later than ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

### **2.4 Applicable Laws**

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

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 Submit the Bid**

#### **3.1.1 Submit the Bid Electronically**

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must 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:	Technical Bid
Section II:	Financial Bid
Section III:	Certifications

#### **3.1.2 Submit the Bid in Hard Copies**

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:	Technical Bid ( 2 hard copies )
Section II:	Financial Bid ( 1 hard copy )
Section III:	Certifications ( 1 hard copy )

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies

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

### 3.2 Format Instruction for the Preparation of the Bid

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

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

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

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

#### 3.2.1 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.

#### 3.2.2 Section II: Financial Bid

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

##### 3.2.2.1 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, <http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/documents/450.pdf> 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.

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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.

### **3.2.3 Section III: Certifications**

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

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

Mandatory Criteria are included in Annex D.

#### **4.1.2 Financial Evaluation**

The total price of each bid will be established using the following criteria:

- (a) Bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded. For evaluation purposes, bids received in a foreign currency will be converted to Canadian funds using the appropriate rate of exchange using the rate quoted by the Bank of Canada as being in effect on date of bid closing.
- (b) Bidders must submit their prices DDP destination; Delivered Duty Paid.

### **4.2 Basis of Selection - Mandatory Criteria**

A bid must comply with the requirements of the bid solicitation and meet all mandatory criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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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 Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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 Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) ).

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 OEM Certification

- (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 (Annex E) regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). 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 (Annex E) 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.
- (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, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

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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.

Notice: Numbering will be revised at contract award

### **6.1 Requirement**

The Contractor must provide one (1) all-terrain amphibious vehicle in accordance with the Requirement at Annex A.

### **6.2 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.

#### **6.2.1 General Conditions**

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

<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/3/2010A/18>

### 6.2.1.1 Warranty Period

Section 09 entitled Warranty of General Conditions 2010A (2018-06-21) is amended as follows:

1. For all major components (engine, axles, gear boxes, differentials, clutch assemblies, drive system):

At subsection 1, delete the following: "The warranty period will be twelve (12) months" and replace with the following: "The warranty period will be twenty-four (24) months, or 2,000 hours of usage, whichever comes first".

2. For all the non-major components and accessories:

At subsection 1, delete the following: "The warranty period will be twelve (12) months" and replace with the following: "The warranty period will be eighteen (18) months, or 1,000 hours of usage, whichever comes first".

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

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the 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.

If action to effect repairs under warranty cannot be initiated within three (3) working days and completed within a reasonable length of time or if the Contractor has no repair facilities in the immediate vicinity (within 100 kilometres) of the specified delivery destinations (consignees), Canada reserves the right to make such repairs and be reimbursed by the Contractor at the rate of \$110 per hour for labour and the cost for replaced parts.

4. The Contractor shall provide detailed information on the current manufacturer's warranty for the vehicle/equipment and components that exceed the minimum guarantee period specified in the contract. Additional standard warranty from the manufacturer of components/subset of the original equipment manufacturer will be part of the contract.

All other provisions of the warranty section remain in effect.

### **6.3 Term of Contract**

#### **6.3.1 Period of the Contract**

The period of the Contract is from date of Contract until the end of the warranty period inclusive.

#### **6.3.2 Delivery Period**

All the deliverables, except training, must be received within a period of one hundred (100) calendar days after the contract is awarded.

#### **6.3.3 Training Period**

The training must have been given no later than 3 weeks after the delivery of goods.

#### **6.3.4 Liquidated Damages**

1. If the Contractor fails to deliver the goods and perform the services within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages in the amount of \$500.<sup>00</sup> 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.

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## 6.4 Authorities

### 6.4.1 Contracting Authority - PWGSC

The Contracting Authority for the Contract is:

Name: Marial Tremblay  
Title: Supply specialist  
Telephone: 418-803-4088  
E-mail address: Marial.Tremblay@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.

### 6.4.2 Transport Canada Authorities

#### 6.4.2.1 Administrative Authority – Transport Canada

For all information related to invoicing and/or payments you may communicate with:

(to be completed at contract award by PWGSC)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

#### 6.4.2.2 Technical Authority – Transport Canada

The Technical Authority for the Contract is:

(to be completed at contract award by PWGSC)

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

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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.

#### 6.4.3 Contractor's Representatives

Name and telephone number of the person responsible for :

(a) Contract Manager:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

(b) Delivery and Training Follow up:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

(c) 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: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Facsimile No.: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

## 6.5 Payment

### 6.5.1 Basis of Payment - Firm Lot Prices

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm lot prices, as specified in Annex C for a cost of \$\_\_\_\_\_ (to be completed at contract award by PWGSC). 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.

### 6.5.2 SACC Manual Clauses

Number	Date	Title
C2000C	2007-11-30	Taxes - Foreign-based Contractor <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/C/C2000C/1</a>
H1001C	2008-05-12	Multiple Payments <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1001C/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/H/H1001C/2</a>

## 6.6 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:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

## 6.7 Certifications and Additional Information

### 6.7.1 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.

## 6.8 Applicable Laws

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

## 6.9 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, Minimum Performance Characteristics of Equipment;
- (e) Annex C, Basis of Payment; and
- (f) the Contractor's bid dated \_\_\_\_\_ (to be completed at contract award by PWGSC).

## 6.10 SACC Manual Clauses

Number	Date	Title
A1009C	2008-05-12	Work Site Access <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A1009C/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A1009C/2</a>
A9049C	2011-05-16	Vehicle Safety <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9049C/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9049C/2</a>
A9068C	2010-01-11	Government Site Regulations <a href="https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9068C/2">https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A9068C/2</a>

## 6.11 Preparation, Delivery, and Unloading

### 6.11.1 Preparation for Delivery

1. The vehicle/equipment shall be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to the inspection authority or consignee at the final delivery location.
2. All vehicles/equipment are to be delivered by appointment only. Any attempt by the carrier to deliver the vehicles/equipment without an appointment may be refused. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable, to pay for any additional costs.
3. If transportation is by boat, the vehicles/equipment shall be packaged adequately. Although the transportation is done in part by boat, the Contractor remains responsible for delivering vehicle/equipment to the destination specified in the following clause.

### 6.11.2 Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered Delivered Duty Paid (DDP):

Magdalen Islands Airport,  
210 chemin de l'aéroport  
Havre aux maisons, Quebec, Canada, G4T 5L2

Incoterms 2000 for shipments from a commercial contractor.

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### **6.11.3 Delivery and Unloading**

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

### **6.12 Inspection and Acceptance**

The Technical Authority or his representative is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Equipment Specifications 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.

## ANNEX A - REQUIREMENT

### A.1 Introduction

Transport Canada requires the supply and delivery of an all-terrain amphibious vehicle that will be used in an airport environment. The vehicle must be delivered to the Magdalen Islands airport.

- ✓ The vehicle must meet all of the minimum performance characteristics of equipment described in Annex B.

### A.2 Certification

The certificates must indicate the equipment model and where the components and parts were installed (ex. Engine, transmission). They must also confirm that the manufacturer's components are certified and approved for the equipment's applications. The certificates must be provided with the delivery of the equipment. A letter certifying the compliance will be accepted.

### A.3 Dynamometer Report

The dynamometer test must include a minimum 20 minute engine test, at minimum 90% the output force. The test must also include the equipment's serial number. This sample will check that such testing is the manufacturer's standard practice. The factory test will be receivable and will be accepted. The report will be provided with the delivery of the equipment.

### A.4 Safely Accessing, Entering and Exiting the Cab and Engine Block

The chassis will be designed for safe and easy access as well as the unit's disassembly by operators and personnel. The sheet metal, hood, steps and shock absorbers will not have any edges or sharp corners and will include braces and supports to prevent deformation and fissures. The handles will be installed by the personnel, as required for safe assembly and disassembly.

### A.5 Manuals and CD/DVD/USBkey

- (a) Parts manual: two (2) hard copies per piece of equipment and the manual must list each part individually; [if available, in French and in English](#).
- (b) Spare parts manual provided by a manufacturer: two (2) hard copies per piece of equipment, including the major parts; [if available, in French and in English](#).
- (c) Operator's manual: two (2) hard copies per piece of equipment; [mandatory in French and if available in English too](#).
- (d) CD/DVD or USB Key for each piece of equipment: the CD/DVD or USB key must show the operations, adjustment sequences and daily maintenance required on this equipment.

- 
- (e) Furthermore, the contractor must mention if the maintenance manuals and parts lists are available on the Internet. If so, the contractor must provide the passwords to access the manufacturer's site.

#### **A.6 Operator and Mechanic Training**

The contractor must train Transport Canada's personnel at the Magdalen airport. The training will be for a minimum period of four (4) hours and will be delivered during the day shift only. The instructor must be certified by the manufacturer. The training will address the proper and safe operation of the equipment. This training must be provided at the latest three (3) weeks after the delivery of the equipment.

#### **A.7 Safety Equipment**

The Contractor must provide the necessary safety equipment (at least one fire extinguisher and one safety triangle).

#### **A.8 Systems**

The proposed equipment must include all the hydraulic, pneumatic, mechanical, electrical and electronic systems and the controls necessary for the equipment's proper operation, according to the technical requirements.

#### **A.9 Attachments**

The contractor must include all the attachments required for the proposed equipment's proper operation.

#### **A.10 Periodic Maintenance Chart**

Provide an abbreviated maintenance list for the equipment that clearly indicates the maintenance to be performed periodically and how often they should be conducted. The list must indicate all the maintenance to be done and all the parts to be changed and when to do so.

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## ANNEX B - MINIMUM PERFORMANCE CHARACTERISTICS OF EQUIPMENT

The minimum performance characteristics of equipment listed in this annex are, first and foremost, the minimum requirements and do not constitute an exhaustive list.

Any characteristics of equipment required for operation of the equipment and not described in this annex are an integral part of the equipment and their cost is included in the contract value.

All-terrain amphibious vehicle:	
1	2 side by side seats ATV, with box at the back and hardtop.
2	Amphibious up to 24 inches or more (ATV may cross a stream of 24 inches deep or more).
3	4 Cycle OHV V-Twin engine, Gasoline, 30 HP or more.
4	Hydraulically activated disc brakes.
5	Eight (8) 25 inches tires.
6	Steering: Multi-position, one-piece.
7	Differential steering transmission - 7.1 Gear Ratio.
8	Controls: analog dash panel, tachometer with digital hour meter, speedometer with digital odometer, fuel gauge, volt meter.
9	Solid steel unloading box.
10	Load capacity: 1,000 lb or more
11	Towing capacity: 2,000 lb or more
12	Operating: 4 seasons.
13	Dimensions (+/- 5 inches): length 132 inches, width 65 inches, height 79 inches.
14	High density rubber tracks, 18 inches wide.
15	Hard top.

## ANNEX C - BASIS OF PAYMENT

### C.1 Pricing

- (a) Before submitting prices, please refer to clause **6.5 Payment** where it is mentioned, inter alia, that applicable taxes are not included in the prices.
- (b) In addition, refer to Annex A first, then to Annex B according to the sections specified in each item of the tables of this annex.
- (c) Please indicate the brand name and model offered and complete the last column of the following table:

ANNEX C – BASIS OF PAYMENT		
Item	Description	Firm Lot Price
1	All-terrain Amphibious Vehicle <ul style="list-style-type: none"> <li>Brand Name Offered: _____</li> <li>Model Offered: _____</li> <li>As per sections A.4, A.7 to A.10 of Annex A; and</li> <li>As per the minimum performance characteristics of equipment listed in Annex B.</li> </ul>	\$
2	Certifications and Dynamometer Report <ul style="list-style-type: none"> <li>As per sections A.2 and A.3 of Annex A.</li> </ul>	\$
3	Manuals <b>and</b> CD/DVD/USBkey <ul style="list-style-type: none"> <li>As per section A.5 of Annex A.</li> </ul> <p><b>IMPORTANT:</b> At a minimum, the Operator's manual <u>must be provided in French.</u></p>	\$

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ANNEX C – BASIS OF PAYMENT		
Item	Description	Firm Lot Price
4	<p>Preparation, Delivery, and Unloading</p> <p>➤ <b>Magdalen Islands Airport</b></p> <ul style="list-style-type: none"> <li>Goods delivered to the destination indicated in clause <b>6.11 Preparation, Delivery, and Unloading</b> of this document.</li> </ul>	\$
5	<p>Operator and Mechanic Training charges; 4 hours of training, on-site, at:</p> <p>➤ <b>Magdalen Islands Airport</b></p> <ul style="list-style-type: none"> <li>As per clause <b>6.3.3 Training Period</b> of this document and section A.6 of Annex A; and</li> <li>labour, equipment, travel and living expenses included.</li> </ul>	\$
6	<p>Warranty Period of <u>2000 hours or 24 months</u> and <u>1000 hours or 18 months</u></p> <p>➤ <b>Magdalen Islands Airport</b></p> <p>➤ As per clauses <b>6.2.1.1 Warranty Period</b> of this document.</p>	\$
Contract Value:		\$

**ANNEX D - MANDATORY CRITERIA**

The bid must meet the mandatory criteria specified in this annex. Bidders must provide the necessary documentation to support compliance with this requirement.

Bids which fail to meet the mandatory criteria will be declared non-responsive. Each mandatory criterion should be addressed separately.

**D.1 Mandatory Criterion # 1 - Minimum Performance Characteristics of Equipment Selected of Annex B**

Although Bidders must propose products meeting all “minimum performance characteristics of equipment” required in Annex B; at the bid closing date, bids will be evaluated on the “minimum performance characteristics of equipment selected” listed in the table of “Minimum performance characteristics of equipment selected of Annex B”. Simply stating that the proposed product complies or that it meets the “minimum performance characteristics of equipment selected” is not enough. To demonstrate that their products meet all the “minimum performance characteristics of equipment selected”, Bidders must submit bid, proofs of compliance.

Bidders should complete the last column of the "Table of minimum performance characteristics of equipment selected of Annex B" hereafter using cross-referenced to the proofs of compliance; Bidders should indicate where in the bid the reference material can be found, including the title of the document, and the page and paragraph numbers. The proofs of compliance must provide sufficient detail and explanation to allow evaluation and demonstrate that each the “minimum performance characteristics of equipment selected” is met.

Proof of compliance is defined as a document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software.

Canada will evaluate only the documentation provided with a bidder's bid. Canada will not evaluate information such as references to Web site addresses where additional information can be found, or technical manuals or brochures not submitted with the bid.

- Please refer to the table on the next page:

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<b>D.1 Mandatory Criterion # 1 - Minimum Performance Characteristics of Equipment Selected of Annex B</b>  All-terrain amphibious vehicle:		➤ To be completed by Bidders  Title of the document, and the page and paragraph numbers.
2	Amphibious up to 24 inches or more (ATV may cross a stream of 24 inches deep or more).	
3	4 Cycle OHV V-Twin engine, Gasoline, 30 HP or more.	
5	Eight (8) 25 inches tires.	
10	Load capacity: 1,000 lb or more.	
11	Towing capacity: 2,000 lb or more.	

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**ANNEX E - ORIGINAL EQUIPMENT MANUFACTURER (OEM) CERTIFICATION FORM**

<b>Original Equipment Manufacturer (OEM) Certification Form</b>	
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:	
Name of Bidder:	

## ANNEX F - PRESENTATION OF YOUR BID

### F.1 Check List

Below is a checklist of the contents of your bid. This list is not an exhaustive list; it remains the Bidder's responsibility to prepare its bid in accordance with the instructions contained in the Request For Proposal (RFP) and provide a comprehensible and sufficiently detailed bid, including all requested pricing details that will permit a complete evaluation in accordance with the criteria set out in the RFP.

ANNEX F – PRESENTATION OF YOUR OFFER	
Pagination of <u>Document 1 of 2</u> (document of only 1 page)	
Page 1	Bidders should include with their bid, <b>the first sheet</b> of this RFP properly completed and signed. Refer to 2003 Standard Instructions mentioned in clause <b>2.1 Standard Instructions, Clauses and Conditions</b> .
Pagination of <u>Document 2 of 2</u> (document of 31 pages)	
Page 5	Bidders must submit their bid only to the address indicated in clause <b>2.2 Submission of Bids</b> .
Page 10	Bidders must pay attention on how bids will be evaluated and the winning bid selected. Refer to <b>Part 4 - Evaluation Procedures and Basis of Selection</b>
Page 11	<u>Applicable only if an offence has been committed</u> Bidders must provide with their bid the required documentation as indicated Clause <b>5.1.1 Integrity Provisions - Declaration of Convicted Offences</b> .
Page 11	Bidders must provide with their bid or promptly thereafter a <b>list of names</b> as indicated in clause <b>5.2.1 Integrity Provisions - Required Documentation</b> . ➤ Please refer to section “ <b>17. Information to be provided when bidding, contracting or entering into a real property agreement</b> ” of the following Web site: <a href="http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a>

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ANNEX F – PRESENTATION OF YOUR OFFER	
Pages 12 and 29	Bidders must read Certification <b>5.2.3 OEM Certification</b> and should include with their bid, <b>Annex E - Original Equipment Manufacturer (OEM) Certification Form</b> duly completed.
Page 17	Bidders should submit with their bid, clause <b>6.4.3 Contractor's Representatives</b> properly completed.
Pages 25 and 26	Bidders must include with their bid, <b>Annex C - Basis of Payment</b> duly completed.
Pages 27 and 28	Bidders must include with their bid, the necessary documentation to support compliance with the mandatory criteria and should include with their bid, <b>Annex D - Mandatory Criteria</b> duly completed.