



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Travaux publics et Services gouvernementaux
Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montréal
Québec
H5A 1L6
FAX pour soumissions: (514) 496-3822

**SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION**

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

**Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Travaux publics et Services gouvernementaux Canada
Place Bonaventure, portail Sud-Oue
800, rue de La Gauchetière Ouest
7e étage, suite 7300
Montréal
Québec
H5A 1L6

| | |
|---|--|
| Title - Sujet Lease of front loader | |
| Solicitation No. - N° de l'invitation W0130-18B008/A | Amendment No. - N° modif. 004 |
| Client Reference No. - N° de référence du client W0130-18B008 | Date 2019-03-01 |
| GETS Reference No. - N° de référence de SEAG PW-\$MTA-309-15175 | |
| File No. - N° de dossier MTA-8-41093 (309) | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-03-20 | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Paradis, Mary | Buyer Id - Id de l'acheteur mta309 |
| Telephone No. - N° de téléphone (514) 702-8173 () | FAX No. - N° de FAX (514) 496-3822 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTÈRE DE LA DEFENSE NATIONALE 202 DEPOT D'ATELIER BATISSE 10 SUD -FET MONTREAL, PQ H1N 2E9 | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| Delivery Required - Livraison exigée | 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 |

THE ABOVE MENTIONED REQUEST FOR PROPOSAL HAS BEEN AMENDED TO REFLECT CHANGES TO ANNEX A- STATEMENT OF REQUIREMENT AND ANNEX C – MANDATORY TECHNICAL EVALUATION CRITERIA, FOLLOWING THE SITE VISIT OF FEBRUARY 20, 2019.

DELETE` :

ANNEX "A" -STATEMENT OF REQUIREMENT

The leasing services of a four-wheel drive front loader and the purchase of a custom front attachment system

Lease of a four-wheel drive front loader – minimum power of 40 hp and maximum of 80 hp, without bucket. The vehicle must be equipped as follows:

- i. Articulated loader between the front wheels and the operator's cabin
- ii. Maximum length of 145 in (tractor with no attachment)
- iii. Maximum width of 55 in
- iv. Maximum height of 90 in
- v. Pulling capacity of at least 8000 kg
- vi. Lifting capacity of at least 1500 kg
- vii. Sufficient light, front and rear, for night work
- viii. Rotating yellow beacon lights
- ix. Indicators
- x. Closed cabin
- xi. Heated and air-conditioned cabin
- xii. Wiper
- xiii. Backup alarm
- xiv. Hydrostatic transmission

Purchase of a custom front attachment system:

- i. Prepare a complete design of the attachment assembly based on intended use;
- ii. Prepare attachment manufacturing and assembly plans, sealed by an engineer;
- iii. Manufacture and assemble the attachment in accordance with the ***plans**; and
- iv. Deliver the attachment to the Longue-pointe garrison and install it on the loader on site.

A site visit will be granted to potential suppliers to see our current attachment system. A new attachment system must be produced in accordance with the same specifications and the measurements of the vehicle provided.

***Plans- See details of plans at the end of this tender document in a .pdf format.**

RESPONSIBILITY PRIOR TO ACCEPTANCE OF CONTRACT

- (i) Conducting a visual inspection of equipment (all equipment must be made available) in accordance with (IAW) the Contract , with an authorized representative of the contractor and a member of the Department of National Defence (DND);
- (ii) Recording the condition of the equipment to be inspected (i.e. condition of equipment, interior, complete visual outside inspection and ensuring all safety conditions are met IAW with the provincial safety standards which must meet our requirements); and
- (iii) Preparing a written report to be submitted to Public Works and Government Services Canada (PWGSC) on the condition that the equipment meets Crown needs.

REQUISITION FOR A CONTRACT AGREEMENT

1. On-site service authority request, described in this document, for the lease of a front-end loader. The vehicle provided will be used at the Montreal Garrison, inside and outside the buildings.
2. DND will supply operators and fuel and inspect the equipment on a daily basis. The contractor will be responsible for regular maintenance services, which includes adding oil/lubricants and checking the coolant level. All parts replaced must be returned to the contractor, including damaged or worn tires, if requested by the contractor.
3. Upon termination of the contract period, DND will have all equipment refuelled and cleaned prior to acceptance. The contractor is to ensure a visual inspection by the contractor and an authorized representative of the Crown is completed and signed.
4. A 24-hour, 7-day-a-week equipment breakdown telephone service number and contact shall be provided for immediate authorization for repairs/replacement of unserviceable equipment.
5. The equipment is supplied without an operator.
6. Must provide unlimited mileage/kilometres and/or hours.
7. CANCELLATION FEE: Notwithstanding anything contained in the contract , the Minister reserves the right to terminate the contract or change the requirements with respect to the vehicle(s) at any time, without penalty, within 12 hours' notice of the contract
8. Invoices must be received within 15 days upon completion of call-up. Invoices must be sent at the end of each lease month for monthly payment.
9. INSURANCE: The management of risk for Mobile Support Equipment (MSE) hired by DND and operated by its personnel shall be governed by the general principle that the Government of Canada self underwrites these risks to which it alone is exposed and over which it generally has control. Consequently, the preferred approach when hiring of MSE is for DND to assume all responsibility for the loss or damage to the leased equipment if the Department and/or its personnel is at fault or negligent. The Department shall assume all responsibility for liability to third parties (i.e. bodily injury and property damage) and all sums that DND and/or its personnel become legally obligated to pay as damage.

10. Vehicles must not be more than four (4) years old.

RESPONSIBILITIES OF CONTRACTOR

11. It is the responsibility of the contractor to deliver all equipment at the beginning of the contract and to pick up all equipment upon completion of the Contract.

12. CONTRACT ACCEPTANCE BY DND

a. Contract equipment will be fuelled and the interior and exterior of the vehicle must be thoroughly cleaned to ensure a proper inspection.

b. Ensure vehicle registration and fleet insurance are up to date and in the vehicle.

c. Ensure that a visual inspection is completed and signed by both the representatives of the contractor and the Crown on the condition of the vehicle.

d. The vehicle(s) supplied must meet the provisions of the *Motor Vehicle Safety Act* and the Government Motor Vehicle Specifications. All original manufacturers' components along with attachments must be in working order.

e. Contractor must be available to change damaged tires on job site as required.

13. The contractor will carry out oil changes, provide lubricants and filters for the vehicle and provide any warranty service. Warranty servicing shall mean the supply of parts usually provided by the manufacturer's warranty, together with the labour necessary to install such parts. The warranty shall in no case cover a period of less than 12 months. The warranty service as outlined herein shall be made available at any dealer for the make of the vehicle leased within Canada. The contractor will be responsible for any warranty maintenance required within 12 hours' notice.

14. If call-up equipment does not meet the standards set within, the call-up shall be cancelled with no service/rental or delivery charges.

15. The contractor will ensure the equipment provided would meet our needs to the end of the call-up.

16. The contractor should be aware that potential drivers may be under the age of 25. However, they will be members of the Regular or Reserve Force of the Canadian Forces or Department of National Defence civilian employees and will be qualified to operate this equipment in accordance with DND policies and regulations. Provisions will be made for this in the rental agreement.

17. It is understood and agreed that the Crown is responsible for the loss and damage to the vehicle supplied under this contract incurred during the lease period if caused or contributed to by the negligence or carelessness of employees, Officers or agents of the Crown and recorded to the extent that the loss or damage is not the result of normal wear and tear or an act of God, under this SO. Damage incurred to the vehicle between the time of delivery from the contractor and the time the vehicle is returned (end of lease) will be the responsibility of the contractor. The Crown will underwrite loss or damage due to theft, but not due to the negligence of the lessor.

18. Claims against the Crown will be considered when damage to the vehicles is caused by the negligence (lack of proper care and attention to normal operating duties performed while operating the equipment) of DND employees acting within the scope of their duties.

19. The contractor shall respond to a servicing or repair request within 4 hours. If it is expected that the vehicle will be immobilized for more than 4 hours due to a breakdown, vehicle failure or accident, the contractor will provide, at no cost to the Crown, a substitute vehicle of equal or greater value. Damage incurred will be the responsibility of DND. Repairs will be made IAW the standards set out by DND. The Crown, DND, the OC, Tech Svcs TN Coy or his authorized representative will not pay for downtime resulting from repairs, processing the appropriate correspondence or any other direct or indirect results of damage to hired equipment. Therefore, it behooves all concerned, including the contractor, to do everything possible to expedite whatever action(s) are required to render the equipment serviceable again. It is the responsibility of the contractor to invoice only completed repairs, which must accompany the request for payment. Repair work must be of industry standard and of comparable quality. The Crown shall be given the opportunity, if it so desires, to obtain its own estimate from a third party on the identified repairs in order to validate the contractor's estimate. There will be no administrative fees added to the repairs or cost of repairs/labour. The PWGSC Contracting Authority and the Senior Claims Analyst will resolve disagreements.

20. All charges for the call-up equipment will cease when OC Tech Svcs TN Coy or his authorized representative notifies the contractor that the call-up is terminated.

21. The contract rates are determined based on the fact that the rented vehicles will be returned with normal wear and tear. A copy of a completed signed work sheet must accompany claims submitted. The Crown will be accountable for any damages that are considered in excess of the normal wear and tear. For the purposes of this contract normal wear and tear is defined as follows: the amount of deterioration that can be expected over the term of the contract , including:

- (i) Scratches due to normal operation of the front-end loader as recognized by the construction contractor;
- (ii) Paint chips and minor scratches that do not extend to the base metal and minor scratches;
- (iii) Frayed or stretched emergency brake cables;
- (iv) Wear inside the vehicles; does not include holes, burns or tears in the inner surface;
- (v) Tire wear and damage down to but not below provincial safety standards;
- (vi) Removal of decals or signage and any resulting paint repairs will be considered outside the definition of normal wear and tear and therefore will be chargeable as a repair;
- (vii) All original manufacturer's components of the vehicle must be in working order;
- (viii) Metal fatigue, i.e. breaks in welds, damaged spring hinges, etc.

22. All inquiries with respect to hired vehicles shall be directed to OC Tech Svcs TN Coy or authorized representatives.

23. Billing periods for a month are considered to be on a 28-day cycle commencing on the date of contract.

24. Contractor to have the capability of a one-hour emergency response time.

DAMAGE ACCEPTANCE CLAUSE

25. Once a contractor is notified of a rental return, it is the contractor's responsibility to

pick up the equipment from the arranged delivery site. The contractor should be aware that DND, the Crown and Tech Svcs TN Coy are not responsible for the equipment once the contractor has been notified of the termination. Therefore, the contractor should endeavour to remove the vehicle as soon as possible. It will be the contractor's responsibility to ensure that a proper return inspection is completed before the equipment leaves the Montreal Garrison. The steps that need to be adhered to when delivering/returning a vehicle are as follows:

a. The contractor and Tn Rep will do a visual inspection of both the exterior and interior of the equipment. If there is damage to the equipment, both the representative of the Crown and the authorized representative of the contractor shall agree on the extent of damage and what the damage is. This will be noted by the representative of the Crown and the authorized representative of the contractor on the inspection sheet.

b. If there is extensive damage, such as dents, missing parts, scratches that extend to the base metal, or suspected damage that is identified when the vehicle is returned, a representative of the Safety Section will be notified. A collision report will be completed and put on file along with the results of an investigation that will be conducted by the safety representative.

c. The contractor should be aware that once the equipment is removed from the premises and the contractor's representative accepts the vehicle without noting damage to the equipment, there will be no claim made against Tech Svcs Tpt, the Crown or DND.

d. A signature will be required on the inspection sheet from the Crown and the contractor's representative of the accepted condition of the equipment.

DELIVERY ADDRESS

The Department of National Defence,
Building 10 South
202^e Workshop
6769 Notre-Dame East,
Montréal, Québec
H1N 3R9

INSERT:

ANNEX "A" -STATEMENT OF REQUIREMENT

The leasing services of a four-wheel drive front loader and the purchase of a custom front attachment system

Lease of a four-wheel drive front loader – minimum power of 40 hp and maximum of 80 hp, without bucket. The vehicle must be equipped as follows:

- i. Articulated loader between the front wheels and the operator's cabin
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- vii. Sufficient light, front and rear, for night work
- viii. Rotating yellow beacon lights
- ix. Indicators
- x. Closed cabin
- xi. Heated and air-conditioned cabin
- xii. Wiper
- xiii. Backup alarm
- xiv. Hydrostatic transmission
- xv. Wireless back-up camera with a screen inside the driver's cabin must be installed. The camera must point at the attachment and must be installed on top of part number 1 as seen on the drawing 'ASSEM ATTACHE' of Annexe A- Statement of requirement.
- xvi. The tires must be filled with calcium.
- xvii. The vehicle must use diesel.

Purchase of a custom front attachment system:

- i. Prepare a complete design of the attachment assembly based on intended use;
- ii. Prepare attachment manufacturing and assembly plans, sealed by an engineer;
- iii. Manufacture and assemble the attachment in accordance with the ***plans**; and
- iv. Deliver the attachment to the Longue-pointe garrison and install it on the loader on site.

A site visit will be granted to potential suppliers to see our current attachment system. A new attachment system must be produced in accordance with the same specifications and the measurements of the vehicle provided.

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- (ii) Recording the condition of the equipment to be inspected (i.e. condition of equipment, interior, complete visual outside inspection and ensuring all safety conditions are met IAW with the provincial safety standards which must meet our requirements); and
- (iii) Preparing a written report to be submitted to Public Works and Government Services Canada (PWGSC) on the condition that the equipment meets Crown needs.

REQUISITION FOR A CONTRACT AGREEMENT

26. On-site service authority request, described in this document, for the lease of a front-end loader. The vehicle provided will be used at the Montreal Garrison, inside and outside the buildings.

27. DND will supply operators and fuel and inspect the equipment on a daily basis. The

contractor will be responsible for regular maintenance services, which includes adding oil/lubricants and checking the coolant level. All parts replaced must be returned to the contractor, including damaged or worn tires, if requested by the contractor.

28. Upon termination of the contract period, DND will have all equipment refuelled and cleaned prior to acceptance. The contractor is to ensure a visual inspection by the contractor and an authorized representative of the Crown is completed and signed.

29. A 24-hour, 7-day-a-week equipment breakdown telephone service number and contact shall be provided for immediate authorization for repairs/replacement of unserviceable equipment.

30. The equipment is supplied without an operator.

31. Must provide unlimited mileage/kilometres and/or hours.

32. CANCELLATION FEE: Notwithstanding anything contained in the contract, the Minister reserves the right to terminate the contract or change the requirements with respect to the vehicle(s) at any time, without penalty, within 12 hours' notice of the contract

33. Invoices must be received within 15 days upon completion of call-up. Invoices must be sent at the end of each lease month for monthly payment.

34. INSURANCE: The management of risk for Mobile Support Equipment (MSE) hired by DND and operated by its personnel shall be governed by the general principle that the Government of Canada self underwrites these risks to which it alone is exposed and over which it generally has control. Consequently, the preferred approach when hiring of MSE is for DND to assume all responsibility for the loss or damage to the leased equipment if the Department and/or its personnel is at fault or negligent. The Department shall assume all responsibility for liability to third parties (i.e. bodily injury and property damage) and all sums that DND and/or its personnel become legally obligated to pay as damage.

35. Vehicles must not be more than four (4) years old.

RESPONSIBILITIES OF CONTRACTOR

36. It is the responsibility of the contractor to deliver all equipment at the beginning of the contract and to pick up all equipment upon completion of the Contract.

37. CONTRACT ACCEPTANCE BY DND

a. Contract equipment will be fuelled and the interior and exterior of the vehicle must be thoroughly cleaned to ensure a proper inspection.

b. Ensure vehicle registration and fleet insurance are up to date and in the vehicle.

c. Ensure that a visual inspection is completed and signed by both the representatives of the contractor and the Crown on the condition of the vehicle.

d. The vehicle(s) supplied must meet the provisions of the *Motor Vehicle Safety Act* and the Government Motor Vehicle Specifications. All original manufacturers' components along with attachments must be in working order.

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- (iii) Frayed or stretched emergency brake cables;
- (iv) Wear inside the vehicles; does not include holes, burns or tears in the inner surface;
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47. All inquiries with respect to hired vehicles shall be directed to OC Tech Svcs TN Coy or authorized representatives.

48. Billing periods for a month are considered to be on a 28-day cycle commencing on the date of contract.

49. Contractor to have the capability of a one-hour emergency response time.

DAMAGE ACCEPTANCE CLAUSE

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d. A signature will be required on the inspection sheet from the Crown and the

contractor's representative of the accepted condition of the equipment.

DELIVERY ADDRESS

The Department of National Defence,
Building 10 South
202^e Workshop
6769 Notre-Dame East,
Montréal, Québec
H1N 3R9

DELETE:

ANNEX "C" -MANDATORY TECHNICAL EVALUATION CRITERIA

The information that figures in the table below must be duly completed and submitted **at the closing date and hour of the solicitation.**

The proposals must cover all the subjects indicated in these tables in order to be considered.

In order to explain and demonstrate how the supplier meets the requirements of the bid, the suppliers must attach to their bid information required of the products being offered.

Canada will only evaluate the documents that are sent along with the bids submitted by the supplier.

Canada will not evaluate information such as references to a web site address where supplementary information can be found.

Only those proposals that meet all the mandatory technical criteria in the table below will be subject to further evaluation which is the financial evaluation.

The proposals that fail to meet all these conditions will be rejected.

MANDATORY TECHNICAL SPECIFICATIONS

THE FOLLOWING MANDATORY TECHNICAL CRITERIA MUST BE MET AT A MINIMUM.

| Item no. | Description | The Bidder must provide documentation demonstrating the proposed equipment (<i>Technical specifications, Photos, sketches, illustrations, other</i>). |
|---|-------------|--|
| Mandatory Technical specifications | | |

| | | |
|----|---|--|
| 1. | <p><u>Four-wheel drive front loader (As described in Annex A – Statement of requirement</u></p> <ul style="list-style-type: none"> i. Articulated loader between the front wheels and the operator's cabin ii. Maximum length of 145 in (tractor with no attachment) iii. Maximum width of 55 in iv. Maximum height of 90 in v. Pulling capacity of at least 8000 kg vi. Lifting capacity of at least 1500 kg vii. Sufficient light, front and rear, for night work viii. Rotating yellow beacon lights ix. Indicators x. Closed cabin xi. Heated and air-conditioned cabin xii. Wiper xiii. Backup alarm xiv. Hydrostatic transmission | |
|----|---|--|

INSERT:

ANNEX "C" -MANDATORY TECHNICAL EVALUATION CRITERIA

The information that figures in the table below must be duly completed and submitted **at the closing date and hour of the solicitation.**

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In order to explain and demonstrate how the supplier meets the requirements of the bid, the suppliers must attach to their bid information required of the products being offered.

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|---|---|--|
| Mandatory Technical specifications | | |
| 2. | <p>Four-wheel drive front loader (<u>As described in Annex A – Statement of requirement</u>)</p> <ul style="list-style-type: none"> i. Articulated loader between the front wheels and the operator's cabin ii. Maximum length of 145 in (tractor with no attachment) iii. Maximum width of 55 in iv. Maximum height of 90 in v. Pulling capacity of at least 8000 kg vi. Lifting capacity of at least 1500 kg vii. Sufficient light, front and rear, for night work viii. Rotating yellow beacon lights ix. Indicators x. Closed cabin xi. Heated and air-conditioned cabin xii. Wiper xiii. Backup alarm xiv. Hydrostatic transmission xv. Wireless back-up camera with a screen inside the driver's cabin must be installed. The camera must point at the attachment and must be installed on top of part number 1 as seen on the drawing 'ASSEM ATTACHE' of Annexe A- Statement of requirement. xvi. The tires must be filled with calcium. xvii. The vehicle must use diesel. | |

• All other terms and conditions remain the same.