



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada
Pacific Region

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

** IMPORTANT NOTICE **

Faxed and hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation. See herein.

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 - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

Title - Sujet COMPACT WHEEL LOADER		
Solicitation No. - N° de l'invitation 5P431-200151/A	Date 2020-09-17	
Client Reference No. - N° de référence du client 5P431-200151		
GETS Reference No. - N° de référence de SEAG PW-\$VIC-246-8047		
File No. - N° de dossier VIC-0-43042 (246)	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2020-10-07		Time Zone Fuseau horaire Pacific Daylight Saving Time PDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>		
Address Enquiries to: - Adresser toutes questions à: Kobenter, Hélène		Buyer Id - Id de l'acheteur vic246
Telephone No. - N° de téléphone (250) 508-7491 ()	FAX No. - N° de FAX () -	
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PARKS CANADA 119 LOGAN ST. HAINES JUNCTION YUKON CANADA Y0B 1L0		

Instructions: See Herein

Instructions: Voir aux présentes

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

COMPACT WHEEL LOADER – PARKS CANADA – YUKON

SUMMARY:

Parks Canada has a requirement for the supply, delivery, unloading, and assembly of one (1) compact wheel loader to Kluane National Park and Reserve in Haines Junction, Yukon Y0B 1L0, Canada.

The requirement includes an Optional Requirement for the supply, delivery and unloading of one (1) set of forks and one (1) snow bucket.

While delivery of all items and services purchased at time of initial contract award is preferred by November 1, 2020, it must be received at destination to the satisfaction of the Project Authority on or before February 25, 2021 (MANDATORY).

If not included in the initial contract award, the Optional Requirement must be received at destination to the satisfaction of the Project Authority within the lead time specified by the Bidder in its bid. Additional shipping and handling charges may apply.

The supplier must provide after sales services, maintenance and warranty services through authorized manufacturer's dealers and/or agents that are located within a distance of no more than 150 kilometers from the delivery location (Haines Junction YT).

This procurement is subject to the following Comprehensive Land Claims Agreement:

- Champagne and Aishihik First Nations Final Agreement
- Kluane First Nation Final Agreement

For further information, please refer to the solicitation documents.

All inquiries and other communications concerning this Request for proposal must be sent in writing only to the Contracting Authority named in the Invitation to Tender (helene.kobenter@pwgsc-tpsgc.gc.ca).

It is the responsibility of the Bidder to ensure that all amendments issued prior to solicitation closing have been obtained and addressed in the submitted bid.

The Government of Canada is not responsible for any tender notices and/or related documents and attachments not accessed directly through Buyandsell.gc.ca/tender.

IMPORTANT NOTICE TO SUPPLIERS RE. BID SUBMISSION REQUIREMENTS

Due to the impacts from the COVID-19 pandemic, temporary measures are being taken on-site at the Pacific Region Bid Receiving Unit to encourage social distancing. The health and safety of staff and suppliers remains our top priority.

Suppliers are required to submit bids electronically using the Canada Post epost Connect application for the subject bid solicitation. This service allows suppliers to submit bids, offers and arrangements electronically to PWGSC Bid Receiving Units. This online service enables the electronic transfer of large files up to Protected B level.

To use epost Connect to submit your bid, or to get more information on its use, please send an email to the Pacific Region Bid Receiving Unit's generic address at

TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Bids will not be accepted if emailed directly to this email address.

Faxed and hard copy (submitted in person or via mail/courier) bids will not be accepted for the subject bid solicitation.

Given current circumstances and network limitations, some active procurements may be delayed. To stay up to date on the status of specific procurements, please consult Buyandsell.gc.ca.

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Solicitation No. - N° de l'invitation
5P431-200151/A
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5P431-200151

Amd. No. - N° de la modif.
000
File No. - N° du dossier
VIC-0-43042

Buyer ID - Id de l'acheteur
Vic246
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Statement of Requirement

The requirement is detailed under Article 6.1 of the resulting contract clauses.

1.2 Comprehensive Land Claims Agreements(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Champagne and Aishihik First Nations Final Agreement
- Kluane First Nation Final Agreement

1.3 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.

1.4 epost Connect service

This bid solicitation requires 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) (<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](#) (2020-05-28) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

2.1.1 SACC Manual Clause

[B1000T](#) (2014-06-26) Condition of Material - Bid

2.2 Submission of Bids

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

PWGSC Pacific Region Bid Receiving Unit

Only bids submitted using epost Connect service will be accepted. The Bidder must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RPReceptiondessoumissions-PRBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

It is the Bidder's responsibility to ensure the request for opening an epost Connect conversation is sent to the email address above at least six days before the solicitation closing date.

Bids transmitted by facsimile or hardcopy to PWGSC will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the 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 British Columbia.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

The Bidder must submit its bid electronically in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications

Bids transmitted by facsimile or hardcopy will not be accepted.

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

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.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the 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

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

3.1.3 Lead Time for Optional Goods

Canada requests that the Bidder indicates under Item B.2 of Annex “B” Basis of Payment the lead time offered in the event that this optional item cannot be exercised at the same time as Item B.1 - Firm Requirement.

3.1.4 After-Sales Service

Canada requests that the Bidder provide in Part 6 the names, addresses and telephone numbers of their dealers and/or agents authorized to provide after sales service, maintenance and warranty repairs, and a full range of repair parts for the vehicle/equipment offered. The Bidder are requested to indicate the distance between the delivery location of Haines Junction YT and the location of authorized dealer and/or agent, which must not be more than 150 kilometres. See mandatory technical criterion No. 30 at Annex “A” Requirement.

3.1.5 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of twelve (12) months or 1000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract. See mandatory technical criterion No. 29 at Annex "A" Requirement.

3.1.6 Extended Warranty Period

Canada requests that the Bidder indicates at Item B.4 at Annex "B" Basis of Payment if an extended warranty period is being offered that exceeds the minimum warranty period of twelve (12) months or 1000 hours of usage, whichever comes first.

If yes, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any ancillary items.

Any extended warranty period offered will not be included in the financial evaluation.

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 Technical Criteria

See Annex "A" Requirement

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

See Annex "B" Basis of Payment

4.1.2.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP) Haines Junction, Yukon Y0B 1L0, Canada, shipping charges, Canadian customs duties, and excise taxes included.

4.1.2.3 Evaluated Price - Calculation

The evaluated Price is the sum/aggregate of the following requested goods and services:

- Item B.1 – Firm Requirement
- + Item B.2 – Optional Requirement
- + Item B.3 – Additional Shipping & Handling charges, if applicable, for purchasing item B.2 at a later date

See Annex "B" Basis of Payment

4.2 Basis of Selection

4.2.1 Basis of Selection – Mandatory Technical and Financial Evaluation

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive.

The responsive bid with the lowest evaluated aggregate price will be recommended for award of a contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. 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 property 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.

5.2.1.1 List of names for integrity verification form

<https://www.tpsgc-pwgsc.gc.ca/ci-if/ln-form-eng.html>

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.

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 Requirement

The Contractor must provide the items detailed under the Requirement at Annex "A", and the Basis of Payment at Annex "B".

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) (<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](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 09 entitled Warranty of General Conditions 2010A is amended as follows:

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

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

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

6.3 Term of Contract

6.3.1 Period of the Contract

The period of the Contract is from date of Contract until expiry of the warranty period on all deliverables purchased under the Contract.

6.3.2 Delivery Date(s)

While delivery of all items and services purchased at time of initial contract award is preferred by November 1, 2020, it must be received at destination to the satisfaction of the Project Authority on or before February 25, 2021 (MANDATORY).

If not included in the initial contract award, the Optional Requirement (Item B.2) must be received at destination to the satisfaction of the Project Authority within the lead time specified by the Bidder/Contractor at Annex "B".

6.3.3 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at items B.2, B.3, and B.4 of Annex "B" of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option at any time before July 1, 2021 by sending a written notice to the Contractor.

6.3.4 Comprehensive Land Claims Agreement(s)

The Contract is subject to the following Comprehensive Land Claims Agreement(s):

- Champagne and Aishihik First Nations Final Agreement.
- Kluane First Nation Final Agreement

6.3.5 Delivery Points

Delivery of the requirement will be made to the delivery points specified at Annexes "A" and "B" of the Contract.

6.4 Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Hélène Kobenter
Supply Specialist
Public Works and Government Services Canada
Victoria, British Columbia Canada

Telephone: (250) 508-7491

E-mail: Helene.Kobenter@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.

6.4.2 Project Authority

The Project Authority of Parks Canada for the Contract is:

(Information inserted at time of Contract award)

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.

6.4.3 Contractor's Representative *(As specified by the Bidder in its Bid)*

General enquiries

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

After Sales Service *(Repeat if more than one destination)*

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

Distance between the delivery location and the dealer and/or agent: _____ km

Name: _____

Address: _____

Telephone No.: _____

6.5 Payment

6.5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm lot prices as specified in Annex "B" for a cost of \$_____ (*Amount inserted at time of 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.

6.5.2 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

6.5.3 SACC Manual Clauses

[A2000C](#) (2006-06-16) Foreign Nationals (Canadian Contractor)

[A2001C](#) (2006-06-16) Foreign Nationals (Foreign Contractor)

[C2604C](#) (2013-04-25) Customs Duties, Excise Taxes and Applicable Taxes – Non-resident

6.5.4 Electronic Payment of Invoices – Contract (*As specified by the Bidder in Annex "C"*)

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

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

6.6 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.

Each invoice must be supported by:

- a. a copy of the release document and any other documents as specified in the Contract.
2. Invoices must be distributed electronically as follows:
 - a. One copy must be emailed directly to the Project Authority of Parks Canada identified under the section entitled "Authorities" of the Contract for certification and payment; and
 - b. One copy must be emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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 _____ (*name of province or territory as specified by the Bidder in its bid, if applicable*).

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](#) (2020-05-28), General Conditions - Goods (Medium Complexity),
- c) Annex "A", Requirement;
- d) Annex "B", Basis of Payment;
- e) the Contractor's bid dated _____, as clarified _____, as amended _____ (*Dates inserted at time of contract award*)

6.10 Shipping Instructions – Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP) Haines Junction, Yukon Y0B 1L0, Canada Incoterms 2000 for shipments from a commercial contractor.

6.11 Insurance

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

6.12 Delivery Appointment – All Deliveries

The Contractor must contact the Project Authority of Parks Canada identified under the section entitled "Authorities" of the Contract at least fifteen (15) calendar days before the delivery date to coordinate each delivery. The Project Authority may refuse shipments when prior arrangements have not been made.

6.13 Preparation for Delivery

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

6.14 Tools and Loose Equipment

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

6.15 Delivery and Unloading

1. 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.
2. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
3. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

6.16 Assembly/Preparation at Delivery

The Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all vehicles/equipment delivered. The assembly/preparation must be performed at no additional cost to Canada.

6.17 Inspection and Acceptance

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

6.18 SACC Manual Clauses

[A1009C](#) (2008-05-12) Work Site Access
[A9019C](#) (2011-05-16) Hazardous Waste Disposal
[A9049C](#) (2011-05-16) Vehicle Safety
[A9068C](#) (2010-01-11) Government Site Regulations
[B1501C](#) (2018-06-21) Electrical Equipment
[B7500C](#) (2006-06-16) Excess Goods
[D9002C](#) (2007-11-30) Incomplete Assemblies
[D2025C](#) (2017-08-17) Wood packaging materials

6.19 Existing Technical Publications – Translation

The Contractor grants to Canada a non-exclusive, perpetual, irrevocable and royalty-free license to translate and reproduce for government use all or any part of the technical publications supplied with the equipment delivered under the Contract. Copyright in the translation made by Canada or by independent contractors engaged by Canada will belong to Canada.

6.20 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

ANNEX "A"
REQUIREMENT

COMPACT WHEEL LOADER
PARKS CANADA
KLUANE NATIONAL PARK AND RESERVE, YUKON

Parks Canada has a requirement for the supply, delivery, assembly, and unloading of one (1) compact wheel loader to Kluane National Park and Reserve at 119 Logan St., Haines Junction, Yukon Canada Y0B 1L0 in accordance with the requirement detailed herein.

Mandatory Technical Criteria - Important Instructions

- a. Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how each mandatory technical criterion is met.
- b. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.
- c. Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.
- d. Answers stating "compliance", "comply", "yes", or other types of positive responses without substantive documentation or literature to justify compliance will be deemed as non-compliant and no further evaluation of the bid will be performed.
- e. 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.

Item No.	Mandatory Technical Criteria	Requirement met? Yes/No	Cross-reference to supplied documentation attesting compliance (Bidder must complete)
1	Compact Wheel Loader with a diesel Engine no less than 45 HP Compact Wheel Loader must be a new model and must not have been previously used and must not be refurbished. Product offered: Manufacturer: _____ Model: _____		
2	The vehicle/equipment must operate under the extremes of weather conditions found in Canada in temperatures ranging from -40 to 40°C.		
3	Engine Must be Liquid Cooled		
4	Must have a Block heater installed		
5	Must have a Hydrostatic Transmission with no less than Two (2) forward speeds and one (1) reverse speed.		
6	Must be equipped with a safety starting system		
7	Must have a load capacity of no less than 2,400 lbs. (1,088 kg.)		
8	Must have a lift height of no less than 100 inches (2.5m) at the bucket hinge pin.		
9	Must have a tipping load of no less than 5,700 lbs (2,585 kg)		
10	Must have an integrated, hydraulically-operated tilt mechanism.		
11	Must have high flow auxiliary hydraulic circuit with pressure of no less than 2,600 psi.		
12	Must include controls for forward and reverse and tilt and lift mechanism. Control arrangement must be a combination of steering wheel, joystick and foot pedals.		
13	Steering must be operated by articulated pivot point.		

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Item No.	Mandatory Technical Criteria	Requirement met? Yes/No	Cross-reference to supplied documentation attesting compliance (<i>Bidder must complete</i>)
14	Must have a ground clearance of no less than 10 inches (25.4 cm)		
15	Must have premium Radial rubber tires.		
16	Must have working lights.		
17	If equipped with a rear counter weight please specify.		
18	Must have ROPS (roll over protection structure)		
19	Must have a fully enclosed cab		
20	Cab must have Heating and ventilation system capable of keeping windows free of frost and condensation.		
21	Cab must have indicators for fuel level, Oil Pressure and battery charge.		
22	Cab must have front window wiper		
23	Must be equipped with a "skid steer" style coupling system for implements		
24	Must come equipped with a bucket no smaller than 62" wide with a cutting edge.		
25	Must offer the client department the option to purchase a set of forks No less than 48" long, and a snow bucket no less than 80" wide.		
26	Must be delivered with 2 sets of keys.		
27	Must be delivered with hard copies of the owners and service manuals in English.		
28	If assembly is required upon delivery, the contractor is responsible for providing all labour and equipment necessary for completion of the assembly. Parks Canada will provide the space.		
29	A letter/certificate of warranty must be provided on delivery that will provide a complete description of the warranty terms and any system or sub system warranty that exceeds the requested minimum warranty period of twelve (12) months or 1000 hours of usage, whichever comes first		

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Item No.	Mandatory Technical Criteria	Requirement met? Yes/No	Cross-reference to supplied documentation attesting compliance (Bidder must complete)
30	<p>List of names, addresses and telephone numbers of dealers and/or agents authorized to provide after sales service, maintenance and warranty repairs, and a full range of repair parts for the vehicle/equipment offered.</p> <p>The distance between the delivery location of Haynes Junction YT and the location of the authorized dealer and/or agent must not be more than 150 kilometres.</p> <p>Distance between the delivery location and the dealer and/or agent: _____ km</p> <p>Name : _____</p> <p>Address : _____</p> <p>Telephone : _____</p>		

ANNEX "B"
BASIS OF PAYMENT

Mandatory Financial Criteria - Important Instructions

- a. Bidders must complete and submit the financial evaluation table provided in this Annex with their bid.
- b. Bidders must submit firm all-inclusive prices for mandatory items No. B.1, B.2, and B.3 described in the financial evaluation table below for their financial bid to be given further consideration in the process
- c. For products and/or services offered free of charge, Bidders are to specify a price of \$0.00 or "Not Applicable" ("N/A"), or the product or service will be deemed not available and render the bid non-responsive.
- d. Pricing must be in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP) Haines Junction, Yukon Canada Y0B 1L, shipping charges, Canadian customs duties, and excise taxes included.
- e. Pricing must include firm and inclusive of all direct and indirect expenses incurred in performing the requirement including but not limited to all labour, fringe benefits, overhead, supervision, tools, equipment, materials, parts, environmental fees, manuals, travel time, travel and living expenses, transportation costs, reports, general and administrative costs, profit required to do the work, all related duties and other costs paid by the Supplier such as additional surcharges, environmental and transportation fees and charges.
- f. Pricing must also include removal and recycling/disposal of all packaging materials and waste in accordance with any applicable laws.
- g. No other charges will be accepted.
- h. Failure to comply with any of the instructions provided in this Annex will render the bid non-responsive.

Item	Description	Quantity	Unit of Issue	All-Inclusive Firm Price CAD (GST extra)
B.1	Firm Requirement Supply, deliver, unload, assemble, and provide warranty services for one (1) Compact Wheel Loader in compliance with the requirement detailed in Annex "A". Manufacturer : _____ Model: _____ Delivery to destination: On or before February 25, 2020 (MANDATORY)	1	LOT	\$
B.2	Optional Requirement All-Inclusive lot-price to supply, deliver, install, unload, assemble, and provide warranty services for one (1) set of Forks and one (1) Snow Bucket in compliance with the requirement detailed in Annex "A". Manufacturer : _____ Model: _____ Manufacturer : _____ Model: _____ Delivery to destination: <ul style="list-style-type: none"> • If option exercised with Item B.1: On or before February 25, 2020 (MANDATORY) • If option is not exercised with Item B.1 (<i>Bidder must specify a lead time</i>): Within _____ weeks from receipt of a written notice from the Contracting Authority. 	1	LOT	\$
B.3	Additional Shipping and Handling charges (if applicable) if Item B.2 is not exercised with Item B.1	1	LOT	\$
EVALUATED PRICE = B.1 + B.2 + B.3				\$
B.4	Extended Warranty Services If the warranty period is extended for an additional period of _____ months/calendar days, the Contractor will be paid a firm unit price of \$_____ per vehicle/equipment, applicable taxes extra. (Item B.4 will not be included in the financial evaluation)			

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ANNEX "C" to PART 3 OF THE BID SOLICITATION
ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.1, 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)