



## RETURN BIDS TO:

## RETOURNER LES SOUMISSIONS À:

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

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

Bid Fax: (709) 772-4603

## 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

PWGSC / TPSGC - Nfld. Region

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NF

A1C 5T2

<b>Title - Sujet</b> Runway Sweeper	
<b>Solicitation No. - N° de l'invitation</b> T2012-200090/A	<b>Date</b> 2020-12-17
<b>Client Reference No. - N° de référence du client</b> T2012-200090	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$OLZ-014-7532	
<b>File No. - N° de dossier</b> OLZ-0-43131 (014)	<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> Newfoundland Standard Time NST <b>on - le 2021-01-28</b> Heure Normale de Terre-Neuve HNT	
<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> Peach, Ryan	<b>Buyer Id - Id de l'acheteur</b> olz014
<b>Telephone No. - N° de téléphone</b> (709) 690-9865 ( )	<b>FAX No. - N° de FAX</b> (709) 772-4603
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF TRANSPORT HERITAGE CRT 95 FOUNDRY ST P.O.BOX 42 MONCTON New Brunswick E1C8K6 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

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File No. - N° du dossier  
OLZ-0-43131

Buyer ID - Id de l'acheteur  
OLZ014  
CCC No./N° CCC - FMS No./N° VME

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**ANNEX "F" TRAVEL AND LIVING EXPENSES - NATIONAL JOINT COUNCIL TRAVEL DIRECTIVE 24**

## **PART 1 - GENERAL INFORMATION**

### **1.1 Statement of Requirement**

1.1.1 The requirement is detailed under Annex "A" 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 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.

The email address for e-post registration is [\*\*ARBidReceivingNL@pwgsc.gc.ca\*\*](mailto:ARBidReceivingNL@pwgsc.gc.ca).

**\*\*Note – Bids/Offer will be not be accepted if emailed directly to this email address. This email is to initiate an ePost Connect conversation, as detailed in the Standard Instructions.**

## 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.

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

Delete: 60 days  
Insert: 90 days

### 2.2 Submission of Bids.

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

Ryan Peach  
Supply Officer  
Public Services and Procurement Canada  
Canada The John Cabot Building  
10 Barter's Hill, St. John's, NL A1C 5T2 or

Electronic submissions may be sent to:

PWGSC Bid Receiving Unit in Newfoundland and Labrador:  
TPSGC.RARceptionSoumissionsTNL-ARBidReceivingNL.PWGSC@tpsgc-  
pwgsc.gc.ca.

or

Facsimile submissions may be faxed

to: (709) 772-4603

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.

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### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 (FIVE) 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 Newfoundland and Labrador.

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

- 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. 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  
Section IV: Additional Information

- 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 (1 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard copy)  
Section IV: Additional Information (1 hard copy)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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.

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:

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

**Section I: 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 “D” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “D” 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.

**3.1.3 SACC Manual Clauses**

**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**

To be deemed responsive offerors shall meet the following in Annex "A" – Statement of Requirement

#### **4.1.2 Financial Evaluation**

*SACC Manual* Clause [A0220T](#) (2014-06-26), Evaluation of Price-Bid

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection – Mandatory Technical Criteria**

*SACC Manual* Clause [A0031T](#) (2010-08-16) Basis of Selection – Mandatory Technical Criteria

## 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.

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

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

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

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OLZ-0-43131

Buyer ID - Id de l'acheteur  
OLZ014  
CCC No./N° CCC - FMS No./N° VME

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### **5.2.3 Additional Certifications Precedent to Contract Award**

#### **5.2.3.1 Workers Compensation – Letter of Good Standing**

The Bidder must have an account in good standing with the applicable provincial or territorial Workers' Compensation Board.

The Bidder must provide, within three (3) days following a request from the Contracting Authority, a certificate or letter from the applicable Workers' Compensation Board confirming the Bidder's good standing account. Failure to comply with the request may result in the bid being declared non-responsive.

## PART 6 - RESULTING CONTRACT CLAUSES

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

### 6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

### 6.2 Statement of Requirement

6.2.1 The requirement is detailed under Annex "A" of the resulting contract clauses.

### 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

[2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

[2010C](#) (2020-05-28), General Conditions – Services (Medium Complexity), apply to and form part of the Contract.

### 6.4 Term of Contract

#### 6.4.1 Delivery Date

Transport Canada is asking that this good will be delivered 300 days past contract award. Please provide us your best delivery date; \_\_\_\_\_

#### 6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

## **6.5 Authorities**

### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Ryan Peach  
Title: Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch, Atlantic Region  
Science, Professional Services and Marine  
Address: The John Cabot Building  
10 Barter's Hill  
P.O. Box 4600  
St. John's, NL  
A1C 5T2  
  
Telephone: 709 690-9865  
Facsimile: 709 772-4603  
E-mail address: ryan.peach@pwgsc-tpsgc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

### **6.5.2 Project Authority**

The Project Authority for the Contract is:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_ \_  
Facsimile: \_\_\_\_ \_  
E-mail address: \_\_\_\_\_

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

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**6.5.3 Contractor's Representative (Must be completed by offeror with bid submission)**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

**6.6 Proactive Disclosure of Contracts with Former Public Servants**

By providing information on its status, with respect to being a former public servant in receipt of a **Public Service Superannuation Act** (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with **Contracting Policy Notice: 2012-2** of the Treasury Board Secretariat of Canada.

**6.7 Payment**

**6.7.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "C" Pricing for a cost of \$ \_\_\_\_\_ (inserted at contract award). Customs duties are included and Goods and Services Tax or Harmonized Sales Tax is extra, if applicable.

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.

**6.7.2 Limitation of Price**

SACC Manual clause **C6000C** (2017-08-17) Limitation of Price

**6.7.3 Single Payment**

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

**6.7.4 Electronic Payment of Invoices – Contract**

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)

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## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

### 6.9 Applicable Laws

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

### 6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the general conditions [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity)
- (c) Annex A, Statement of Requirement;
- (d) Annex B, Pricing Data Sheet
- (e) Annex C, Electronic Payment Instruments
- (f) Annex D, Integrity Provisions;
- (g) Annex E, Insurance Requirements
- (h) Annex F. Travel and Living Expenses – National Joint Council Travel Directive
- (i) The Contractor's bid dated \_\_\_\_\_

### 6.11 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](#)".

### 6.12 SACC Manual Clauses

SACC Manual Clause B1006C (2014-06-26), Condition of Material - Contract

SACC Manual Clause A3015C (2014-06-26), Certifications

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### 6.13 Insurance and Acceptance

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

### 6.14 Insurance Requirements

The Contractor must comply with the insurance requirements specified in Annex "F" – Insurance Requirement. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

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

The Contractor must forward to the Contracting Authority within five (5) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### 6.15 SACC Manual Clauses

SACC Manual Clause [B7500C](#) 2006-06-16 Excess Goods  
SACC Manual Clause [B1501C](#) 2018-06-21 Electrical Equipment  
SACC Manual Clause [A9065C](#) 2006-06-16 Identification Badge  
SACC Manual Clause [A9019C](#) 2011-05-16 Hazardous Waste Disposal  
SACC Manual Clause [A9068C](#) 2010-01-11 Government Site Regulations  
SACC Manual Clause [A9055C](#) 2010-08-16 Scrap and Waste Material



## **ANNEX "A" - STATEMENT OF REQUIREMENT**

### **Introduction**

Transport Canada requires the supply and delivery of a runway sweeper with « Fifth Wheel » attachment that must be installed on a snow-plow truck at St. Anthony Airport. The runway sweeper must be delivered to St. Anthony Airport, St. Anthony, Newfoundland, Canada.

### **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 after the contract is granted but before the delivery of the equipment. A letter certifying the compliance will be accepted.

### **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 after the contract is granted but before the delivery of the equipment.

### **Cooling System Certification**

The Contractor must provide a certificate and proof of testing, signed and dated by the engine manufacturer, certifying that the cooling system offers excellent cooling capacity at an ambient temperature up to 115° C when operated at maximum force. The certification must be equal or superior to the force number indicated in this document. The certificate must be provided after the contract is granted but before the delivery of the equipment.

### **Maintenance of Chassis and Auxiliary Engine Fluids**

In order to lighten the maintenance work, a drain system is required on the side of the vehicle. The system must include valves and hoses to drain the operational fluids. Hose accesses must be identified and installed for the chassis radiator, cooling system, auxiliary engine oil, fan case, the main fan's hydraulic tank and the servomotor oil.

### **Manuals and CD\DVD\USB key - English Version (and French if available)**

- (a) Parts manual: two (2) hard copies per piece of equipment and the manual must list each part individually.
- (b) Spare parts manual provided by a manufacturer: two (2) hard copies per piece of equipment, including the major parts.
- (c) Operator's manual: two (2) hard copies per piece of equipment.
- (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.

## 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.

## Installation, Training and Start-Up

Installation and Training must be done at St. Anthony Airport within one month of the delivery date. The installation could be done on the same trip for the training, but before that training is given. Written notice of at least 3 weeks will be given by the Contractor to be ready to do the installation and provide the training at St. Anthony Airport. The Contractor must train Transport Canada's personnel on site, at St. Anthony Airport. This training period will be equivalent to one (1) eight (8) hour work shift during the day. The instructor must be certified by the manufacturer. The training will address the proper and safe operation of the equipment.

## Safety Equipment

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

## 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.

## Attachments

The Contractor must include all the attachments required for the proposed equipment's proper operation. The hitching system must be compatible with a "Fifth Wheel" attachment.

## Minimum Performance Characteristics of Equipment

The minimum performance characteristics of equipment listed in the table below 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 the table below are an integral part of this annex and their cost is included in the firm lot price for the equipment.

All bidders must provide documentation within their technical bid, proving they meet all mandatory requirements. Failure to do so will result in a bid being deemed non-compliant.

Minimum Performance Characteristics of Equipment	
Runway Sweeper:	
1	The equipment must be primed and painted a minimum of two coats of epoxy type paint such as DuPont Imron, Endura or equivalent. The color must be similar to RAL 2011 Deep Orange.
2	The sweeper must be able to function in temperatures varying from -40°C to + 40°C
3	Fifth wheel hook up with two inch king pin.
4	Hydraulic/Hydrostatic driven.
5	Minimum working speed 40 km/h.
6	Tier 4 Final Diesel Engine minimum 223.71 kW (300 HP).
7	Minimum broom width of 4.1 m (13.45 feet).
8	Minimum broom diameter of 91.4 cm (36 inches).
9	Working angle minimum 28 degree on each side.
10	Minimum broom working speed 500 rpm.
11	Broom adjustment: Hydraulic Cylinders activated by crank adjustable stoppers protected from severe weather or remote control for installation in the cabin.
12	Capacity at blower output minimum 17,000 SCFM.
13	Air velocity at nozzle output minimum 400 km/h.
14	Remote control box including complete instrumental and hydraulic function controls for installation in the cabin.
15	Tires and rims in accordance with association recommendations.
16	Provide a spare tire for each type of wheel on the equipment.
17	Overall length: maximum 26 feet including the hitching system (from kingpin to rearmost component).
18	Overall height: maximum 13 feet including all components installed.
19	Overall width: maximum 17 feet with all components installed and broom stowed/angled. This requirement is to ensure sweeper can fit through 17 foot, 3 inch door. With broom fully extended, sweeper may exceed this width.

## ANNEX "B" – Pricing Data Sheet

Prices quoted to be Firm Lot Price, FOB Destination, including all delivery and offloading charges in accordance with the Requirement at Annex A. Customs duties are included and Applicable Taxes are extra.

### Pricing:

Line Item	Description	Extended Price
1	Runway Sweeper and its components  Make and Model _____	\$ _____
2	Training Charges for a duration eight (8) hour during the day on-site at:  _____ per hour x 8 hours = \$ _____  Labour and Equipment  Travel  As per Annex "F" - Travel and Living Guidelines	\$ _____  \$ _____  \$ _____
3	Freight Costs  FOB Transport Canada T2065 St. Anthony Airport P.O. BOX 250 St. Anthony, NL A0K 4S0	\$ _____
	TOTAL: (HST Extra)	\$ _____

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

### **ELECTRONIC PAYMENT INSTRUMENTS**

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)

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**ANNEX "D" - INTEGRITY PROVISIONS – LIST OF NAMES**  
**[MUST BE COMPLETED BY OFFEROR WITH BID SUBMISSION]**

The Integrity Provision of General Conditions 2010 requires that bidders supply the following:

**List of Names**

- (a) Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s). Bidders bidding as societies, firms, or partnerships do not need to provide lists of names.
- (b) If the required list of names has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide the names within the time frame specified will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award.
- (c) The Bidder must immediately inform Canada in writing of any changes affecting the list of names of directors during this procurement process.

**Complete Legal Name of Company** \_\_\_\_\_

**PBN** \_\_\_\_\_

**List of names of the current Board of Directors or Owners:**

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## **ANNEX E – Insurance Requirement**

### **C2 Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
2. The Commercial General Liability Insurance policy must include the following:
  - (a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
  - (b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
  - (c) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
  - (d) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
  - (e) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
  - (f) Employees and, if applicable, Volunteers must be included as Additional Insured.
  - (g) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
  - (h) Notice of Cancellation: The Insurer will endeavor to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
  - (i) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
  - (j) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
  - (k) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.

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## **Limitation of Liability**

### **Limitation of Contractor's Liability for Damages to Canada**

1. This section applies despite any other provision of the Contract and replaces the section of the general conditions entitled "Liability". Any reference in this section to damages caused by the Contractor also includes damages caused by its employees, as well as its subcontractors, agents, and representatives, and any of their employees.

2. Whether the claim is based in contract, tort, or another cause of action, the Contractor's liability for all damages suffered by Canada caused by the Contractor's performance of or failure to perform the Contract is limited to five (5) times the value of the contract. This limitation of the Contractor's liability does not apply to:

- (a) any infringement of intellectual property rights; or
- (b) any breach of warranty obligations.

3. Each Party agrees that it is fully liable for any damages that it causes to any third party in connection with the Contract, regardless of whether the third party makes its claim against Canada or the Contractor. If Canada is required, as a result of joint and several liability, to pay a third party in respect of damages caused by the Contractor, the Contractor must reimburse Canada for that amount.



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**ANNEX "F"**  
**TRAVEL AND LIVING EXPENSES - NATIONAL JOINT COUNCIL TRAVEL DIRECTIVE**

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive](#), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

All travel must have the prior authorization of the Technical Authority.

All payments are subject to government audit.