



**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

PWGSC/TPSGC Acquisitions
Sherwood Business Centre
161 St. Peters Road/
161, rue St. Peters
2nd Floor, Suite 204/
2ième étage, pièce 204
Charlottetown
Prince Edward Island
C1A 5P7
Bid Fax: (902) 566-7514

**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

Title - Sujet Mini-Excavator Mini-Excavatrice	
Solicitation No. - N° de l'invitation 5P119-200462/A	Date 2020-12-23
Client Reference No. - N° de référence du client 5P119-200462	
GETS Reference No. - N° de référence de SEAG PW-\$PEI-005-4540	
File No. - N° de dossier PEI-0-43033 (005)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Atlantic Standard Time AST on - le 2021-01-13 Heure Normale de l'Atlantique HNA	
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: Stockman (PEI), Sonia	Buyer Id - Id de l'acheteur pei005
Telephone No. - N° de téléphone (506) 961-7412 ()	FAX No. - N° de FAX (506) 851-6759
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: PARKS CANADA 417 GULFSHORE PARKWAY DALVAY Prince Edward Island C0A1P0 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Commercial Acquisitions (PEI)
Sherwood Business Centre
161 St. Peters Road
2nd Floor, Suite 204
Charlottetown
Prince Ed
C1A 5P7

Delivery Required - Livraison exigée See Herein – Voir ci-inclus	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

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PART 1 - GENERAL INFORMATION

1.1 Requirement - Bid

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

1.2 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days from receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

1.3 Canadian Content

The requirement is subject to a preference for Canadian goods.

1.4 epost Connect service

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The 2003 (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

2.1.1 SACC Manual Clauses

SACC Reference	Section	Date
C9000T	Pricing	2010/08/16

Solicitation No. - N° de l'invitation
5P119-200462/A
Client Ref. No. - N° de réf. du client
5P119-200462

Amd. No. - N° de la modif.
File No. - N° du dossier
PEI-0-43033

Buyer ID - Id de l'acheteur
pei005
CCC No./N° CCC - FMS No./N° VME

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.

PWGSC Acquisitions, Bid Receiving
Sherwood Business Centre
161 St. Peters Road
2nd Floor, Suite 204
Charlottetown, PE C1A 5P7

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in New Brunswick/Prince Edward Island (NB/PEI) the email address is:

Email: TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.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.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PWGSC will not be accepted.

2.3 Former Public Servant

Former Public Servant - Competitive Bid

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPSs, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have 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 comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of

various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the [Public Service Superannuation Act](#) (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the [Supplementary Retirement Benefits Act](#), R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the [Canadian Forces Superannuation Act](#), R.S., 1985, c. C-17, the [Defence Services Pension Continuation Act](#), 1970, c. D-3, the [Royal Canadian Mounted Police Pension Continuation Act](#), 1970, c. R-10, and the [Royal Canadian Mounted Police Superannuation Act](#), R.S., 1985, c. R-11, the [Members of Parliament Retiring Allowances Act](#), R.S. 1985, c. M-5, and that portion of pension payable to the [Canada Pension Plan Act](#), R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPSs in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with [Contracting Policy Notice: 2019-01](#) and the [Guidelines on the Proactive Disclosure of Contracts](#).

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 5 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Prince Edward Island**

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.

2.6 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

- 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 copies)
Section II: Financial Bid (1 hard copies)
Section III: Certifications (1 hard copies)

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.

3.1.2 Exchange Rate Fluctuation

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

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.
- (c) The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the [Competition Act](#), R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with other steps.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Mandatory Technical Criteria as specified in Annex "C "

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.

5.1.2 Additional Certifications Required with the Bid

5.1.2.1 Canadian Content Certification

This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause A3050T.

5.1.2.1.1 SACC Manual clause [A3050T](#) (2020/07/01) Canadian Content Definition

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/canada/esdc-labour/s website) 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 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Requirement

Requirement - Contract

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Period of the Contract

The period of the Contract is from contract award to March 31, 2021 inclusive

6.4.2 Delivery Date

All the deliverables must be received on or before March 31, 2021.

6.4.3 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: Sonia Stockman
Title: Supply Officer
Public Services and Procurement Canada
Acquisitions Branch
Address: 1045 Main Street, 4th Floor
Moncton, New Brunswick
E1C 1H1
Telephone: (506) 961-7412
Facsimile: (506) 851-6759
E-mail address: Sonia.stockman@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.

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Amd. No. - N° de la modif.
File No. - N° du dossier
PEI-0-43033

Buyer ID - Id de l'acheteur
pei005
CCC No./N° CCC - FMS No./N° VME

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Details will be provided in any resulting contract

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: - - -
Facsimile: - - -
E-mail: _____.

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

6.5.3 Contractor's Representative (Offeror please complete)

Name: _____
Title: _____
Organization: _____
Address: _____
Telephone: _____
Facsimile: _____
E-mail: _____

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: 2019-01 of the Treasury Board Secretariat of Canada.

6.7 Payment

6.7.1 Basis of Payment - Firm Price

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 B. 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.

6.7.2 Payment

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

6.7.3 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)

6.8 Invoicing Instructions

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

6.9 Certifications and Additional Information

6.9.1 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.

6.9.2 SACC Manual Clauses

SACC Reference	Section	Date
A3060C	Canadian Content Certification	2008/05/12

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Prince Edward Island**.

6.11 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, Basis of Payment
- (f) the Contractor's bid dated _____

6.12 SACC Manual Clauses

SACC Reference	Section	Date
A9068C	Government Site Regulations	2010/01/11
B1501C	Electrical Equipment	2018/06/21
B7500C	Excess Goods	2006/06/16
G1005C	Insurance – No Specific Requirement	2016/01/28

6.13 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](#)".

6.14 Shipping Instructions - FOB Destination and DDP

Goods must be consigned and delivered to the destination specified in the contract:

FOB Destination as per Annex A including all delivery charges and customs duties and Applicable Taxes.

ANNEX "A" STATEMENT OF REQUIREMENT

Requirement

1. To supply a mini excavator and its components. All technical specifications and components mentioned in this annex are mandatory
2. The contract includes supplying the excavator and its components, Owners/operators manual, delivery and 2 hours of training at the maintenance compound at 417 Gulfshore Parkway in Dalvay, PEI.

Background

The mini excavator described below falls under the category of mini shovels for use in confined areas that can operate on hiking trails. This mini excavator must have a diesel engine that complies with environmental emissions standards. This excavator must be designed to operate off-road in wetlands and on difficult or rough terrain. It will be mainly used for work on hiking trails and campgrounds. The main work will involve leveling and reshaping trails, excavating ditches along the sides of trails to ensure effective drainage, removing debris such as branches and trees along the sides of hiking trails and excavations on utilities in the Campgrounds. This manoeuvrable, short-swing excavator will enable work on narrow sites with a 360-degree rotation to easily avoid and circumvent obstacles in the forest areas. In addition, the excavator must have rubber tracks to avoid damaging infrastructure such as the bridges and walkways in the PEINP. It must have two buckets of different sizes with a hydraulic clamp (thumb) to firmly grab and move various objects.

Mandatory Requirements

1. General requirements

- .1 The mini excavator described in this annex must be designed and assembled as a single unit at the plant.
- .2 The mini excavator must be equipped with:
 - .1 rubber tracks;
 - .2 a hydraulic clamp (thumb for handling objects on the site);
 - .3 quick-coupler buckets, toothed buckets, and ditching buckets.
- .3 Technical Documentation including owners/operators manual, warranty info, etc.
- .4 Training: 2 hours training to be provided to staff upon delivery of equipment.

2. Machine dimensions

- .1 Overall height from ground to roof: min 2.4m – max 2.6m.
- .2 Overall length in transport position: min 4.5m – max 5.6m.
- .3 Overall width (running gear) min 1.7m – max 2.2m.
- .4 Blade width: min 1.7m – max 2.2m.
- .5 Ground clearance: 280 mm or more.
- .6 Operating weight: min 3400kg – max 4500kg.

3. Engine

- .1 EPA-certified Tier 4 diesel engine.
- .2 Net engine power: 28 hp or more.

4. Powertrain

- .1 Each track independently driven by hydrostatic axial-piston motor.
- .2 Travel speed: 4 km/h or more.

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Mandatory Requirements (continued)**5. Upper Structure**

- .1 360-degree rotation.
- .2 Digging depth: 2800mm or more.

6. Counterweight

- .1 Counterweight: standard.

7. Bucket dimensions

- .1 Toothed bucket minimum 600mm wide.
- .2 Ditching bucket minimum 760mm wide.
- .3 A manual quick release for changing buckets.

8. Other Equipment

- .1 A cab enclosure with heater, air conditioning and radio
- .2 A hydraulic clamp mounted on the boom for grabbing various objects with the bucket on the ground (branches, rocks, etc).
- .3 A seat belt for the operator.

9. Delivery:

- .1 Must be delivered on or before March 31, 2021.

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ANNEX "B" BASIS OF PAYMENT

It is **MANDATORY** that Bidders submit firm prices/rates for the period of the proposed Contract for all items listed hereafter. **This section, when completed, will be considered as the Bidder's financial proposal.**

Bidders must provide bids as per unit of issued requested. It is the responsibility of the bidder to provide conversion to the unit of issue requested. Failure to do so will render the bid non-responsive without further consideration.

Should there be an error in the extended pricing it shall be corrected in the evaluation. Any errors in the quantities of the Bidder's proposal will be changed to reflect the quantities stated in the RFP.

Prices quoted must remain firm for the period of the Contract. Prices **MUST** include ALL costs, including customs if applicable, associated with providing the work in accordance with the Requirement, Annex A attached herein. GST, if applicable, is to be shown as a separate item on any resulting invoice. Payment will be made in accordance with the following pricing. Pricing must be in Canadian funds.

Item #	Description	Unit of Measure	Quantity	Unit Price	Extended Price
1	Supply and deliver one (1) Mini-Excavator as described in Annex "A" Statement of Requirement	each	1	\$ _____	\$ _____
				Extended total Amount (GST Excluded)	\$ _____

Make/Model Offered: _____

ANNEX "C" MANDATORY TECHNICAL CRITERIA

Bids MUST meet the mandatory requirements specified below. To demonstrate that all requirements of the technical specifications are respected, bidders MUST respond with complete specifications and/or descriptive literature of the equipment being offered.

The complete specifications and/or descriptive literature should be submitted with the proposal but may be submitted afterwards. If the complete specifications and/or descriptive literature are not submitted with the proposal, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet this requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

Any proposal which fails to meet all mandatory specifications and requirements will be deemed non-responsive. Each requirement should be addressed separately.

Technical Specifications for 5P119-200462

Technical specifications and components required	Supplier's Cross Reference to Technical Offer (indicate page #)	Supplier Comments:
1. General requirements		
.1 The mini excavator described in this annex must be designed and assembled as a single unit at the plant.		
.2 The mini excavator must be equipped with:		
.1 rubber tracks;		
.2 a hydraulic clamp (thumb for handling objects on the site);		
.3 quick-coupler buckets, toothed buckets, and ditching buckets.		
2. Machine dimensions		
.1 Overall height from ground to roof: min 2.4m – max 2.6m.		
.2 Overall length in transport position: min 4.5m – max 5.6m.		
.3 Overall width (running gear) min 1.7m – max 2.2m.		
.4 Blade width: min 1.7m – max 2.2m.		
.5 Ground clearance: 280 mm or more.		
.6 Operating weight: min 3400kg – max 4500kg.		
3. Engine		
.1 EPA-certified Tier 4 diesel engine.		
.2 Net engine power: 28 hp or more.		
4. Powertrain		
.1 Each track independently driven by hydrostatic axial-piston motor.		

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Technical specifications and components required	Supplier's Cross Reference to Technical Offer (indicate page #)	Supplier Comments:
.2 Travel speed: 4 km/h or more.		
5. Upper Structure		
.1 360-degree rotation.		
.2 Digging depth: 2800 mm or more.		
6. Counterweight		
.1 Counterweight: standard.		
7. Bucket dimensions		
.1 Toothed bucket minimum 600mm wide.		
.2 Ditching bucket minimum 760mm wide.		
.3 A manual quick release for changing buckets.		
8. Other Equipment		
.1 A cab enclosure with heater, air conditioning and radio		
.2 A hydraulic clamp mounted on the boom for grabbing various objects with the bucket on the ground (branches, rocks, etc).		
.3 A seat belt for the operator.		

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ANNEX "D" 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)

