



RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À:

Réception des soumissions - TPSGC / Bid Receiving
- PWGSC

Voir dans le document/

See herein

NA

Québec

NA

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: Public Works and Government Services Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux: Travaux Publics et Services Gouvernementaux Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

TPSGC/PWGSC

601-1550, Avenue d'Estimauville

Québec

Québec

G1J 0C7

Title - Sujet Plows and blowers for tractors Snow plows and blowers for tractors	
Solicitation No. - N° de l'invitation W7701-227424/C	Date 2022-01-12
Client Reference No. - N° de référence du client W7701-22-7424	
GETS Reference No. - N° de référence de SEAG PW-\$QCL-057-18269	
File No. - N° de dossier QCL-1-44036 (057)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Eastern Standard Time EST on - le 2022-03-31 Heure Normale du l'Est HNE	
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: Lussier, M.-C.	Buyer Id - Id de l'acheteur qcl057
Telephone No. - N° de téléphone (418) 576-3709 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: MINISTERE DE LA DEFENSE NATIONALE RDDC CENTRE DE RECHERCHES DE VALCARTIER 2459 ROUTE DE LA BRAVOURE QUEBEC Québec G3J1X5 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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

Invitation No. - Solicitation No.

W7701-227424/C

Customer Ref. Number - Customer Ref. No.

W7701-227424

No. Modif - Amd. No.

File No. - File No.

QCL-1-44036

Id de l'acheteur - Buyer ID

QCL057

NO CCC / CCC No./ No. VME - FMS

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PART 1 – GENERAL INFORMATION

1.1 Safety requirements

This requirement does not include security requirements.

1.2 Requirements

The need is described in detail in Annex A - requirements.

1.3 Debriefing

Bidders may request a report on the results of the bid solicitation process. Bidders should request this request to the Contracting Authority within fifteen (15) business days of receiving the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

1.4 ePost Connect Service

This bid solicitation allows bidders to use the epost Connect service offered by Canada Post Corporation for the electronic transmission of their bids. Bidders should refer to Part 2, Instructions for Bidders, and Part 3, Bid Preparation Instructions, of the bid solicitation, for more information.

1.5 Canadian Content

The Canadian content for this requirement is subject to Conditionally Limited to Canadian services

1.6 Trade Agreements

This requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA)

PART 2 – INSTRUCTIONS TO BIDDERS

2.1 *Standard instructions, clauses and conditions*

All instructions, clauses and conditions identified in the bid solicitation by a number, date and title are reproduced in the [Standard Procurement Clauses and Conditions Guide](https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat) (<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat>) published by Public Works and Government Services Canada.

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

Document [2003](#) (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, is incorporated by reference into and is an integral part of the bid solicitation.

Section 5.4 of the [2003](#) Standard Instructions – Goods or Services – Competitive Requirements is amended as follows:

Delete: ~~60 days~~
Insert: 120 days

2.1.1 SACC Guide Clauses

[B1000T](#) (2014-06-26), Condition of material – bid.

2.2 *Submission of Bids*

Bids must be submitted only to the Quebec Region Bid Receiving Unit of Public Works and Government Services Canada (PWGSC) no later than the date and time indicated on page 1 of the bid solicitation.

2.2.1 ePost connect

Bidders choosing to submit using epost Connect must send an email requesting to open an epost Connect conversation to the following address:

TPSGC.RQReceptionSoumissions-QRSupplyTendersReception.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](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/active) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/1/2003/active>), 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.

[Steps to follow for the Bid Submission to Bid Receiving Unit \(BRU\) using epost Connect \(https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect \)](https://buyandsell.gc.ca/steps-to-follow-for-the-bid-submission-to-bid-receiving-unit-bru-using-epost-connect)

2.2.2 Facsimile

Facsimile number: 418-566-6168.

2.2.3 Paper submissions to PWGSC will not be accepted.

2.3 Former Public Servant

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 [Defense 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.

For all contracts awarded during the lump sum payment period, the total amount of fees that can be paid to a former public servant who has received a lump sum payment is limited to \$5,000, including applicable taxes.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority at marie-claude.lussier@tpsgc-pwgsc.gc.ca no later than Ten (10) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

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 – INSTRUCTIONS FOR THE PREPARATION OF TENDERS

3.1 *Bid Preparation Instructions*

If the bidder chooses to submit its bid electronically, Canada requires the bidder to comply with section 08 of the [2003 Standard Instructions](#). The epost Connect system has a limit of 1 GB per individual message displayed and a limit of 20 GB per conversation.

The submission should be presented in separate sections as follows:

Section I: Technical bid

Section II: Financial bid

Section III: Certifications and additional information

Due to the nature of the bid solicitation, paper submissions will not be accepted.

Prices must be included in the financial submission only. No price must be indicated in any other section of the submission.

3.1.1 Section I: Technical bid

In their technical bid, bidders should explain and demonstrate how they intend to meet the requirements and how they will carry out the work.

3.1.2 Section II: Financial bid

Bidders must submit their financial bid in accordance with the basis of payment.

3.1.3 Section III: Certifications and additional information

Bidders must submit the attestations and additional information required in Part 5.

Canada is also requesting that suppliers provide the following information:

(a) **Contract manager:** [\(to be completed by the contractor\)](#)

name:

phone :

facsimile :

email:

(b) **Service support:** [\(to be completed by the contractor\)](#)

name:

phone :

facsimile :

email:

3.2 **Electronic payment of invoices – bid**

If you are willing to accept the payment of invoices using electronic payment instruments, complete Annex E - Electronic Payment Instruments to identify which ones are accepted.

If Annex E - Electronic Payment Instruments has not been completed, then it will be agreed that payment of invoices using electronic payment instruments will not be accepted.

The acceptance of electronic payment instruments will not be considered as an evaluation criterion.

3.3 **Exchange rate fluctuation**

The requirements does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

PART 4 – EVALUATION PROCEDURES AND SELECTION METHOD

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**

For equivalent products only:

The technical evaluation will focus on the mandatory technical criteria detailed in Annex C. The tenderer must demonstrate that the equivalent products offered meet each of the mandatory technical criteria by means of documents and/or technical drawings, which must be submitted with his proposal **(No internet link will be accepted)**.

The tenderer should complete the table in Annex C in order to indicate where the mandatory technical criteria are demonstrated in its submitted documents and/or technical drawings and attach it to its proposal. Failure to do so will result in the submission being deemed ineligible.

4.1.2 Financial Evaluation

- 4.1.2.1 The bidder must submit prices for each item. Failure to do so will result in the submission being deemed ineligible.
- 4.1.2.2 The bidder who uses the equivalent products must enter the equivalent product number (column B) for each item.
- 4.1.2.3 Addition of total fixed prices for each item: Quantity (column C) x fixed unit price (column D)
- 4.1.2.4 The sum of the totals for each item (column E) to provide the total assessment amount: The addition of lines 1 to 4

SACC Guide clause [A0222T](#) 2014-06-26 Evaluation of Price - Canadian / Foreign Bidders

4.2 Method of selection

4.2.1 Selection method - mandatory technical criteria

A bid must meet the requirements of the bid solicitation and meet all the mandatory technical evaluation criteria described in Annex C (for equivalent products only) to be declared eligible. The responsive bid with the lowest evaluated price will be recommended for contract award. Only one contract will be awarded.

PART 5 – CERTIFICATIONS AND SUPPLEMENTARY INFORMATION

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

The certifications submitted by bidders to Canada may be verified at any time by Canada. Unless otherwise specified, Canada will declare a bid ineligible, or a default by the Contractor if it is established that a certification from the Bidder is false, knowingly or not, whether during the Bid Evaluation Period or during the Term of the Contract.

The contracting authority will have the right to request additional information to verify the bidder's attestations. Failure to respond to and cooperate with any request or requirement imposed by the Contracting Authority shall result in the submission being declared ineligible, or constitute a breach of the terms of 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 conviction for an offence

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 Canadian Content Certification

This procurement is conditionally limited to Canadian services. Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the services offered are Canadian services, as defined in clause A3050T, may be considered.

Failure to provide this certification completed with the bid will result in the services offered being treated as non-Canadian services.

The Bidder certifies that:

- () the services offered are Canadian services as defined in paragraph 4 of clause A3050T.

Note: The Canadian content certification refers only to Canadian services to be provided such as lease and training services to be provided following the resulting contract of this bid solicitation.

5.1.2.1. Canadian Content Definition

SACC Manual clause [A3050T](#) (2020-07-01)
[Section 5.A.A3050T - Canadian Content Definition - Buyandsell.gc.ca](#)

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 OEM Certification

- (a) Any Bidder that is not the Original Equipment Manufacturer (OEM) for every item of hardware proposed as part of its bid is required to submit the OEM's certification (Annex E) regarding the Bidder's authority to provide and maintain the OEM's hardware, which must be signed by the OEM (not the Bidder). No Contract will be awarded to a Bidder who is not the OEM of the hardware it proposes to supply to Canada, unless the OEM certification has been provided to Canada. Bidders are requested to use the OEM Certification Form (Annex E) included with the bid solicitation. Although all the contents of the OEM Certification Form are required, using the form itself to provide this information is not mandatory. For Bidders/OEMs who use an alternate form, it is in Canada's sole discretion to determine whether all the required information has been provided.
- (b) If the hardware proposed by the Bidder originates with multiple OEMs, a separate OEM certification is required from each OEM.
- (c) For the purposes of this bid solicitation, OEM means the manufacturer of the hardware, as evidenced by the name appearing on the hardware and on all accompanying documentation.

5.2.3 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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex titled [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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NO CCC / CCC No./ No. VME - FMS

PART 6 – TERMS OF THE RESULTING CONTRACT

The following terms and conditions apply to and form an integral part of any resulting contract arising from the bid solicitation.

Note: The numbering of the clauses will be reviewed when the contract is awarded.

6.1 Security Requirements

There are no security requirements in the contract.

6.2 Statement of Requirements

The contractor must provide the items described in Annex A – Statement of Requirements

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the contract by number, date and title are reproduced in the [Standard Procurement Clauses and Conditions Guide](https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat) (<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat>) published by Public Works and Government Services Canada.

6.3.1 General conditions

[2010A](#) (2020-05-28), General Conditions - Goods (medium complexity) apply to the contract and are an integral part of it.

6.3.2 Supplemental General Conditions

[4009](#) (2013-06-27), Professional Services - Medium Complexity apply to the contract and form an integral part thereof

6.4 Contract duration

6.4.1 Contract period

The contract period is from the date of award of the contract until twelve (12) months after the acceptance of the deliverables.

6.4.2 Delivery date

Better delivery time (To be completed by the bidder)

Although delivery is requested **as soon as possible**, the best delivery time proposed by the bidder is _____ weeks from the date of award of the contract.

6.4.3 Delivery points

The delivery of the requirement will be made to the delivery points identified in Annex "A"

6.5 Officials

6.5.1 Contracting Authority-PWGSC

The contracting authority for the contract is:

Name: Marie-Claude Lussier
 Title: Procurement Specialist
 Public Works and Government Services Canada
 Acquisitions Branch
 Quebec City Office
 1550 Avenue d'Estimauville, 6th floor
 Québec, Que.
 G1J 07C

Telephone: 418-576-3709

Email: marie-claude.lussier@tpsgc-pwgsc.gc.ca

The contracting authority is responsible for managing the contract, and any changes must be authorized in writing by the contracting authority. The Contractor shall not perform work beyond the scope of the Contract or work not provided for in the Contract as a result of oral or written requests or instructions from any person other than the Contracting Authority.

6.5.2 Technical Authority: DRDC

The technical lead for the contract is: (to be completed by PWGSC when the contract is awarded)

Name: _____
 Title: _____
 Organization: _____
 Address: _____
 Telephone: ____ ____ ____
 Fax: ____ ____ ____
 Email: _____

The technical lead represents the department or agency for which the work is performed under the contract. He is responsible for all matters related to the technical content of the work provided for in the contract. Technical issues can be discussed with

the project manager; however, the project manager cannot authorize changes to the statement of work. Such changes may be made only by means of a contract amendment issued by the contracting authority.

6.5.3 Administrative Authority – DRDC

For billing or payment information, you can contact: (to be completed by PWGSC when the contract is awarded)

Name: _____
Title: _____
Organization: _____
Address: _____
phone: _____
fax: _____
Email: _____

6.5.4 Contractor's representative

The contractor's representative for the contract will be: (will be completed when the contract is awarded)

Name: _____
Title: _____
Organization: _____
Address: _____
phone: _____
fax: _____
Email: _____

6.6 Proactive disclosure of contracts with former public servants

[A3025C](#) (2020-05-04) Proactive disclosure of contracts with former public servants

6.7 Payment

6.7.1 Basis of payment

Provided that it satisfactorily fulfills all of its obligations under the Contract, the Contractor will be paid a firm price specified in *Annex B*, in a total amount of \$_____ (amount to be inserted by PWGSC when the contract will be awarded). Customs duties *are included* and applicable taxes are extra.

6.7.2 Clauses of the SACC Guide

[C6000C](#) (2017-08-17) Price Limit

[H1000C](#) (2008-05-12) One-time payment

6.7.3 Electronic payment of invoices – contract

The Contractor agrees to be paid using one of the following electronic payment instruments: [\(to be completed by PWGSC when the contract is awarded\)](#)

- a. Visa acquisition card;
- b. MasterCard acquisition card;
- c. Direct deposit (national and international);
- d. Electronic Data Interchange (EDI);
- e. Wire transfer (international only);
- f. Large Value Transfer System (over \$25M)

6.8 Invoicing instructions

6.8.1 The Contractor must submit its invoices in accordance with the section entitled ["Presentation of invoices"](#) of the general conditions. Invoices must not be submitted until all work identified on the invoice has been completed.

6.8.2 Invoices shall be distributed as follows:
The original and one (1) copy must be sent to the address on page 1 of the contract for certification and payment.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless otherwise indicated, continued compliance with the certificates provided by the contractor with his tender or prior to the award of the contract, as well as constant cooperation on additional information, are conditions of the contract and non-compliance will constitute a breach on the part of the contractor. Certificates may be verified by Canada for the duration of the contract.

6.9.2 Canadian Content Attestation

SACC Guide clause A3060C (2008-05-12), Canadian Content Attestation.
<https://achatsetventes.gc.ca/politiques-et-lignes-directrices/guide-des-clauses-et-conditions-uniformisees-d-achat/5/A/A3060C/1>

6.10 Applicable laws

The contract must be interpreted and governed according to the laws in force in Quebec and the relations between the parties will be determined by these laws.

6.11 Order of priority of documents

In the event of any inconsistency between the wording of the texts listed, the wording of the document that appears first on the list shall prevail over that of any other document listed below.

- a) the articles of the Convention;
- b) Additional Terms and Conditions [4009](#) (2013-06-27), Professional Services - Medium Complexity;
- c) General Conditions [2010A](#) (2020-05-28), General Conditions -Goods (medium complexity);
- d) Annex A, Statement of Requirements;
- e) Annex B, Basis of payment
- f) Annex C, mandatory technical criteria (For equivalent products only)
- g) Annex D, electronic payment instruments
- i) Annex E, original equipment manufacturer attestation form

6.12 Defense contract

[A9006C](#) (2012-07-16) Defense Contract

6.13 Clauses of the SACC Guide

[G1005C](#) (2016-01-28), Insurance – No Special Requirements

[B3000T](#) (2006-06-16) Equivalent Products

6.14 Dispute Resolution

- (a) The parties agree to maintain open and honest communication regarding the works throughout the performance of the contract and thereafter.
- (b) The parties agree to consult and collaborate in the performance of the contract, to promptly inform any other party of any problems or disputes that may arise and to attempt to resolve them.
- (c) If the parties are unable to resolve a dispute through consultation and collaboration, the parties agree to consult with a neutral third party offering alternative dispute resolution services in an attempt to resolve the issue.
- (d) Choices of alternative dispute resolution services can be found on the Buy and Sell Canada website under the heading "[Dispute Resolution](#)".

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6.15 *Shipping Instructions*

FOB destination

Incoterms 2000 for shipments from a commercial entrepreneur

ANNEX A – REQUIREMENTS

A1. TITLE

Purchase and installation of plows and snow blowers on snow removal tractors.

A2. BACKGROUND

In order to use the two new John Deere 3033R 2020 tractors for snow removal, the purchase and installation of extendible snow plows, snow blowers and installation adapters is required for each tractor.

A3. ACRONYMS

DRDC	Defence Research and Development Canada
SOR	Statement of Requirements
TA	Technical Authority

A4. REQUIREMENTS

A4.1 Snowblower

Make: Agri Metal
Model: Yukon Y-2260

(or equivalent product)

Required quantity: 2

The contractor must provide the item in accordance with the following specifications:

Specifications	Value
Compatibility	Designed for 2020 John Deere 3033R compact tractor, with 32-horsepower engine. Equipped with Category 1 hitch.
Snow chute	Robust deflector and hydraulic activation chute rotation with hoses and connections compatible with a 2020 John Deere 3033R tractor.
Hitch	Three-point hitch system compatible with the power takeoff (PTO) system described in 5.3.
Lubrication	Spiral roller ball bearings and other accessible greaseable motor parts.
Spiral roller	Balanced spiral roller, protected by securing bolt
Blades	Hardened steel cutter knives
Snow blower	Balanced 4-blade stainless steel propeller
Spiral roller chain drive	Spiral roller chain drive protected by securing bolt
Resistant paint	Corrosion resistant powder coat paint
Weight	The weight must not exceed the capacity of the three-point hitch.

Dimensions	Maximum working width of 60'' and maximum height of 29''. (A difference of +/- 10% is acceptable.)
Documentation	Operating manual and spare parts manuals

A4.2 Extendible snowplow

Make: JR (Jules Roberge)
Model: JRTX-LT

(or equivalent product)

Required quantity: 2

The contractor must provide the item in accordance with the following specifications:

Specifications	Value
Compatibility	Designed for 2020 John Deere 3033R compact tractor, with 32-horsepower engine.
Hydraulically adjustable width	Maximum extendible size of 5'.5'' at the narrowest and 9' at the widest. (A difference of +/- 10% is acceptable.)
Hydraulic operation	Rapid opening synchronized rephasing cylinders
Lubrication	Accessible grease points
Resistant paint	Resistant powder coat paint meeting environmental standards
Blades	The lateral and central blades must be hardened steel.
Attachments and parts	Includes attachments, hitches, hydraulic hoses and other installation adapters required to operate the plow.
Documentation	Operating manual and spare parts manuals

A4.3 PTO and 3-point hitch system

Make: Zuidberg
Model: For a John Deere 3R tractor

(or equivalent product)

Required quantity: 2

The contractor must provide the item in accordance with the following specifications:

Specifications	Value
Compatibility	Designed for 2020 John Deere series 3R (3033R) tractor. With a top link, balls and towing hook
Lift arm	Removable linkage arms with a transport, fixed and oscillation setting

Attachments and parts	Hoses and connections compatible with the tractor
Prise de force (PTO)	Shaft adjustable 60 degrees for connection. (A difference of +/- 5% is accepted) PTO shaft immobile in unloaded condition.
Adjustable function	Multifunctional linkage for single-acting, double-acting and transporting position.

A5 INSTALLATION

The contractor must:

A5.1 Install the above-referenced equipment in accordance with the statement of requirements. Including attachments, hitches, hoses, fittings, connectors, and various hardware required to operate the equipment.

A5.2 Ensure that the equipment installed is operational, compatible and durable.

A6. DELIVERABLES

A6.1 Deliverables for requirements A4.1; A4.2; A4.3; A5:

This deliverable consists of returning the two tractors to DRDC – Valcartier Research Centre with the equipment installed.

A7. DELIVERY DATE

Deliverable A6.1: Best delivery date possible.

A8. LANGUAGE OF WORK

English or French

A9. DELIVERY ADDRESS

Defence Research and Development Canada - Valcartier Research Centre
2459 Route of Bravery
Quebec City, QC G3J 1X5
Building # 83

A10. GOVERNMENT SUPPLIED EQUIPMENT (GSE)

GFE 1: John Deere 3033R Tractor

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Part number: 26997

Serial Number: 1LV3033RELM403288

GFE 2: John Deere 3033R Tractor

Part number: 26998

Serial Number: 1LV3033RALM403254

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ANNEX B - BASIS OF PAYMENT

You have the option to bid with the suggested product number (column A) or an equivalent product (column B). If you are using equivalent products, enter the equivalent product number in column B for each product.

A price must be entered for each item in the payment basis. Failure to do so will result in the submission being deemed ineligible.

item	Description	Has	B	C	D	E
		Suggested product #	# of equivalent product	Quantity	Fixed unit price*	Total fixed price* (C x D)
1	snow blower	Agri Metal Yukon Y-2260	_____	2	_____ \$	_____ \$
2	Extendible snowplow	JR (Jules Roberges) JRTX-LT	_____	2	_____ \$	_____ \$
3	PTO and 3-point hitch system Zuidberg For tractor John Deer series 3R	N/A	_____	2	_____ \$	_____ \$
4	Shipping costs			1	_____ \$	_____ \$

Total _____ \$

*Customs fees are included, plus applicable taxes.

ANNEX C - MANDATORY TECHNICAL CRITERIA (For equivalent products only)

A tenderer who uses an equivalent product must clearly demonstrate, by submitting a data sheet or any other **document**, that the replacement product he suggests is fully interchangeable with the item indicated and that he meets all the mandatory performance criteria specified in the bid solicitation.

Complete the grid below and indicate where in your **documentation or data sheets** are demonstrated the following mandatory specifications:

- provide the complete characteristics and descriptive printed matter for each replacement product;
- clearly indicate the parts of the features and descriptive printouts that confirm that the replacement product meets the mandatory performance criteria.

If any of the mandatory technical criteria are not met, the evaluation will end without any further consideration, as the submission will be deemed inadmissible.

item	Description of Appendix A - Need	Equivalent products: indicates the make, model and/or part number of the replacement product	Specify the location in the documentation or data sheets where the required mandatory specifications are demonstrated.	Do you state that the replacement product you are suggesting is fully interchangeable with the item indicated and that it meets all the mandatory performance criteria specified in the bid solicitation?
1	Agri Metal snow blower Yukon Y-2260 Designed for compact tractor John Deer 3033R 2020 with 32- force engine, equipped with Category 1 fastener	Brand: _____ Model and/or Part Number: _____ —	_____	Check the answer: Yes: _____ No: _____
2	Expandable snow scraper Jules Roberges JRTX-LT Designed for compact tractor John Deer 3033R 2020 with 32- force engine.	Brand: _____ Model and/or Part Number: _____ —	_____	Check the answer: Yes: _____ No: _____
3	PTO and Zuidberg 3-point front lifting system for 2020 John Deer series 3R (3033R) tractor with stop with a top link, balls and towing hook	Brand: _____ Model and/or Part Number: _____ —	_____	Check the answer: Yes: _____ No: _____

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ANNEX D - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder agrees to be paid using one of the following electronic payment instruments:

- ☐ VISA acquisition card;
- ☐ MasterCard purchase card;
- ☐ Direct deposit (national and international);
- ☐ Electronic data interchange (EDI);
- ☐ Wire transfer (international only);
- ☐ Large Value Transfer System (over \$25M)

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ANNEX E - ORIGINAL EQUIPMENT MANUFACTURER ATTESTATION FORM

Original Equipment Manufacturer (OEM) Attestation Form	
The purpose of this form is to confirm that the original equipment manufacturer (OEM) named below has authorized the bidder named below to supply and maintain its products under the contract awarded following the bid solicitation listed below.	
EOM manufacturer name:	
Signature of the signing authority:	
Name in block letters of the signing authority of the OEM :	
Title of the signing authority of the OEM:	
Address of the signing authority of the OEM:	
Signing authority telephone number :	
Fax number of the OEM signing authority:	
Date of signature:	
Bid solicitation number:	
Name of bidder:	

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