



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, NL

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 / TPGSC - Nfld. Region

Cabot Place, Phase II, 2nd Floor

Box 4600

St. John's, NL

A1C 5T2

Title - Sujet Purchase Plow Truck&Blade Transport La déneigeuse d'achat et la lame	
Solicitation No. - N° de l'invitation T2012-220010/A	Date 2022-05-03
Client Reference No. - N° de référence du client T2012-220010	
GETS Reference No. - N° de référence de SEAG PW-\$XAQ-031-7802	
File No. - N° de dossier XAQ-2-45004 (031)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM Newfoundland Daylight Saving Time NDT on - le 2022-06-09 Heure Avancée de Terre-Neuve HAT	
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: Baird, Janice	Buyer Id - Id de l'acheteur xaq031
Telephone No. - N° de téléphone (709) 728-7182 ()	FAX No. - N° de FAX (709) 772-4603
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Department of Transport Airport Management, Wabush Airport Wabush Labrador, NL and St. Anthony Airport, St. Anthony, NL	

Instructions: See Herein

Instructions: Voir aux présentes

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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T2012-220010/A
Client Ref. No. - N° de réf. du client
T2012-220010

Amd. No. - N° de la modif.
File No. - N° du dossier
XAQ-2-45004

Buyer ID - Id de l'acheteur
xaq031
CCC No./N° CCC - FMS No./N° VME

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PART 1 - GENERAL INFORMATION

1.1 Statement of Requirement

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 Canada Post Corporation's (CPC) Connect service

This bid solicitation allows bidders to use the 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.

1.4 COVID-19 vaccination requirement

This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

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: 120 days

2.1.1 SACC Manual Clauses

B3000T (2006-06-16), Equivalent Products

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 on page 1 of the bid solicitation.

Public Services and Procurement 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.RAReceptionSoumissionsTNL-ARBidReceivingNL.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 a CPC Connect conversation, as detailed in Standard Instructions [2003](#), or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

or

Facsimile submissions may be faxed to :

(709) 772-4603

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than five (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.

2.4 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 CPC 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 (2 hard copies)
Section II: Financial Bid (1 hard copy)
Section III: Certifications (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.

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) Include all environmental certification(s) relevant to your organization (e.g. ISO 14001, Leadership in Energy and Environmental Design (LEED), Carbon Disclosure Project, etc.)
- 2) Include all environmental certification(s) or Environmental Product Declaration(s) (EPD) specific to your product/service (e.g. Forest Stewardship Council (FSC), ENERGystar, etc.)
- 3) Unless otherwise noted, bidders are encouraged to submit bids electronically. If hard copies are required, bidders should:

- a. 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
- b. 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 “C” Electronic Payment Instruments, to identify which ones are accepted.

If Annex “C” Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

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

Please refer to Annex F for the mandatory requirements of each item.

Important: To be deemed responsive, bidders must meet the mandatory technical criteria. It is not acceptable to simply say your proposed product(s) meets each of the mandates. In a technical bid document, bidders must demonstrate how their product(s) meet each of the technical criteria.

It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced at Annex "F" for each mandatory requirement to outline where, in the supporting technical documentation, it demonstrates compliance. It is the Bidder's responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the mandatory requirements. If published supporting technical document is not available, the Bidder should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.

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

SACC Manual Clause B3000T (2006-06-16), Equivalent Products

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

5.1.2.3 COVID-19 vaccination requirement certification

Please refer to Annex ED.

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-labours) 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 D 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 D Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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

The Contractor must provide the items in accordance with the Requirement at Annex "A" and "B".

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](#) (2021-12-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Warranty - Modification - General Conditions 2010A

Section 09 entitled *Warranty of general conditions 2010A* is amended by deleting subsection 2 in its entirety and replacing it with the following:

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

[2010C](#) (2021-12-02), General Conditions - Services (Medium Complexity), apply to and form part of the Contract.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before March 31, 2023.

Transport Canada is asking that this good will be delivered by March 31, 2022. Please provide us your best delivery date; _____

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to extend the term of the Contract by up to one additional one year period under the same conditions. The Contractor agrees that, during the extended period of the Contract, it will be paid in accordance with the applicable provisions as set out in the Basis of Payment.

Canada may exercise this option at any time by sending a written notice to the Contractor at least ten calendar days before the expiry date of the Contract. The option may only be exercised by the

Contracting Authority, and will be evidenced for administrative purposes only, through a contract amendment.

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:

Janice Baird
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch, Atlantic Region
Science, Professional Services and Marine
The John Cabot Building, 10 Barter's Hill
P.O. Box 4600, St. John's, NL A1C 5T2

Telephone: (709) 728-7182
Facsimile: (709) 772-4603
E-mail address: janice.baird@tpsgc-pwgsc.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 Technical Authority

The Technical Authority for the Contract is:

Name: _____

Title: _____

Solicitation No. - N° de l'invitation
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T2012-220010

Amd. No. - N° de la modif.
File No. - N° du dossier
XAQ-2-45004

Buyer ID - Id de l'acheteur
xaq031
CCC No./N° CCC - FMS No./N° VME

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 [Must be completed by offeror with bid submission]

Name: _____

Title: _____

Telephone: ____-____-____

Facsimile: ____-____-____

E-mail address: _____

6.6 Payment

6.6.1 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 "B", Basis of Payment 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

6.6.2 Limitation of Price

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

6.6.3 Single Payment

SACC Manual clause H1000C (2008-05-12), Single Payment

6.6.4 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)

6.7 Invoicing Instructions

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. Invoices must be distributed as follows:

The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

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](#) (2021-12-02) General Conditions: Goods (Medium Complexity);
the general conditions [2010C](#) (2021-12-02), General Conditions - Services (Medium Complexity)
- (c) Annex "A", Requirement;
- (d) Annex "B", Basis of Payment;
- (e) Annex "C", Electronic Payment Instruments;
- (f) Annex "D", Integrity Provisions;
- (g) Annex "E", Covid-19 Vaccination Requirement Certification;
- (h) Annex "F", Performance Specification;
- (i) Annex "G", Integrity Provisions;
- (j) Annex "H", Insurance Requirement;
- (k) Annex "I", Travel and Living;
- (l) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: " , as clarified on _____ " or " , as amended on _____ " and insert date(s) of clarification(s) or amendment(s)*)

6.11 SACC Manual Clauses

SACC Manual clause [B7500C](#) (2006-06-16) Excess Goods
SACC Manual Clause [B1006C](#) (2014-06-26), Condition of Material - Contract
SACC Manual Clause [A3015C](#) (2014-06-26), Certifications
SACC Manual Clause [A9065C](#) 2006-06-16 Identification Badge
SACC Manual Clause [A9068C](#) 2010-01-11 Government Site Regulations

6.12 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.

Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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 "H" – 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.

ANNEX "A"

STATEMENT OF REQUIREMENT

To supply and deliver to Transport Canada two (2) Snow Plow Vehicles and accessories customarily furnished and installed on this unit, whether specified herein or not, to function reliably and efficiently under all conditions of service. These Snow Plow Vehicles are intended to replace the current plow vehicles at the airports and will tow runway sweepers.

TC reserves the right to exercise the option to purchase an additional Snow Plow Vehicle prior to March 31, 2024.

Optional Goods and/or Services

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

The Contracting Authority may exercise the option before March 31, 2024 by sending a written notice to the Contractor.

FOB Destination:

Wabush Airport

Attn : Airport Manager
2 Airport Road
Wabush, Labrador NL
A0R 1B0

St Anthony Airport

Attn : Airport Manager
1 Airport Road
St Anthony, NL
A0K 4S0

Delivery Date: 300 days after contract award.

ANNEX "B"

BASIS OF PAYMENT

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. GST/HST is to be shown as a separate item on any resulting invoice.

article #	Description	Qty	Unit of measure	Firm Lot Price
1a	Plow Vehicle with 19 foot Reversible Plow– St. Anthony Airport Make and Model _____	1	Each	\$
1b	Delivery and installation, including all freight and offloading charges FOB – St. Anthony, NL	1	Lot	\$
1c	One-year on-site warranty	1	Lot	\$
2a	Plow Vehicle with 20 foot Reversible Plow– Wabush Airport Make and Model _____	1	Each	\$
2b	Delivery and installation, including all freight and offloading charges FOB – Wabush Airport, NL	1	Lot	\$
2c	One-year on-site warranty	1	Lot	\$

Requirement	Manufacturer Offered	Model Number Offered
Snow Plow Vehicle		

Optional Items– To be exercised prior to March 31, 2024

article #	Description	Qty	Unit of measure	Firm Lot Price
1a	Plow Vehicle with 19 foot Reversible Plow– St. Anthony Airport Make and Model _____	1	Each	\$

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1b	Delivery and installation, including all freight and offloading charges FOB – St. Anthony, NL	1	Lot	\$
1c	One-year on-site warranty	1	Lot	\$
2a	Plow Vehicle with 20 foot Reversible Plow– Wabush Airport Make and Model _____	1	Each	\$
2b	Delivery and installation, including all freight and offloading charges FOB – Wabush Airport, NL	1	Lot	\$
2c	One-year on-site warranty	1	Lot	\$

Requirement	Manufacturer Offered	Model Number Offered
Snow Plow Vehicle		

- Please note that optional items will be used for evaluation only. If the client wishes to exercise the optional items, a contract amendment will be raised to capture the request and will be priced based on what was quoted in this proposal.

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ANNEX "C" to PART 3 OF THE BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

As indicated in Part 3, clause 3.1.2, the Bidder must identify which electronic payment instruments they are willing to accept for payment of invoices.

The Bidder accepts any of the following Electronic Payment Instrument(s):

- ☐ VISA Acquisition Card;
- ☐ MasterCard Acquisition Card;
- ☐ Direct Deposit (Domestic and International);
- ☐ Electronic Data Interchange (EDI);
- ☐ Wire Transfer (International Only);
- ☐ Large Value Transfer System (LVTS) (Over \$25M)

ANNEX "D" to PART 5 OF THE BID SOLICITATION

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
- ☐ A2. The Bidder certifies being a public sector employer.
- ☐ A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- ☐ A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- ☐ A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.

OR

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- () B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

ANNEX "E"

COVID-19 VACCINATION REQUIREMENT CERTIFICATION

I, _____ (*first and last name*), as the representative of _____ (*name of business*) pursuant to _____ (*insert solicitation number*), warrant and certify that all personnel that _____ (*name of business*) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

- a. fully vaccinated against COVID-19;
- b. for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the *Canadian Human Rights Act*, subject to accommodation and mitigation measures that have been presented to and approved by Canada; or
- c. partially vaccinated against COVID-19 for a period of up to 10 weeks from the date of their first dose and subject to temporary measures that have been presented to and approved by Canada, immediately after which period the personnel will meet the conditions of (a) or (b) or will no longer access federal government workplaces where they may come into contact with public servants under this Contract; until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (*name of business*) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (*name of business*) has certified to their compliance with this requirement.

I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____

Date: _____

Optional

For data purposes only, initial below if your business already has its own mandatory vaccination policy or requirements for employees in place. Initialing below **is not** a substitute for completing the mandatory certification above.

Initials: _____

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Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the *Privacy Act*. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

ANNEX F
PERFORMANCE SPECIFICATION AND CROSS REFERENCE TABLE
MANDATORY TECHNICAL REQUIREMENTS

This specification requires the Vendor to provide either a "YES" or "NO" response for every item in this specification. A "YES" response shall indicate complete compliance with this specification. Failure to comply shall be cause for tender rejection.

Item #	Performance Specification	Comply Yes/No	Cross Reference (page #)
1.0	<p>Overview – The vehicles supplied under this specification must be cab forward, four wheel drive including an automatic transmission, a diesel engine, set back front axles, and side opening engine cowlings.</p> <p>The vehicles supplied are to be complete with all accessories customarily furnished and installed on this type of unit, whether specified herein or not, to enable the vehicle to function reliably and efficiently under all conditions of service. The snow plow vehicles will tow runway sweepers</p> <p>Whenever actual brand names or model names are referenced, equipment of equal or superior manufacture will be considered.</p>		Documentation not required
1.1	<p>Operating Conditions – The vehicles supplied must be capable of operating without failure of components when loaded to the maximum GVWR. The vehicle must be capable of operating in ambient outdoor temperatures down to -40 degrees Celsius.</p>		
1.2	<p>Overall Dimensions- The overall length of the plow vehicle (from front of plow to rearmost component) must be less than 11.28 meters (37 feet). The overall height of the plow vehicle must be less than 3.96 meters (13 feet) with all components installed.</p> <p>For St Anthony Airport plow vehicle: The overall width of the plow vehicle must be less than 5.18 meters (17 feet) with all components installed. This requirement is to ensure plow vehicle including plow attachments can fit</p>		<p>Length</p> <p>Height</p> <p>Width</p>

	through 5.26 meters (17 foot, 3 inch) garage door.		
2.0	Regulations and Standards		
2.1	General – All standards and specifications referenced herein refer to the latest editions unless otherwise stated.		Documentation not required
2.2	Highway Traffic Act – All applicable Highway Traffic Act or Regulations for the Province of Newfoundland must be adhered to.		Documentation not required

Item #	Performance Specification	Comply Yes/No	Cross Reference (page #)
2.3	Canada Motor Vehicle Safety Standards – All applicable Canada Motor Vehicle Safety Standards must be adhered to.		Documentation not required
2.4	Society of Automotive Engineers – All notations in this Specification indicating SAE refer to the most recent specifications in effect, or its equivalent replacement specification in effect, by the Society of Automotive Engineers.		If “equivalent” provide more details
3.0	Delivery/Training		
3.1	Pre-Delivery – A pre-delivery service must be completed by the supplier prior to delivery. The vehicles must be lubricated and serviced with all associated products suitable for the climatic conditions in the area the vehicles will operate. The units must be delivered with a maximum of 50 engine hours.		

3.2	Inspection – The supplier must ensure that the vehicles are thoroughly tested, inspected and that all deviations are corrected prior to delivery. Transport Canada has the right to inspect the vehicles at any stage of production and have all deviations corrected upon request. A final inspection must be completed by the consignee at time of delivery.		
3.3	Training – At the cost of the supplier, a minimum of eight (8) hours of vehicle orientation and equipment maintenance training must be provided in English, to the purchasing Authority.		
4.0	Warranty and Manuals		
4.1	Manuals		
4.1.1	Must provide one hard print copy and one digital copy of the maintenance and parts manual, in English, for the vehicle chassis.		
4.1.2	Must provide one hard print copy and one digital copy of the manufacturer's maintenance and parts manuals, in English, for the front axle, transmission, engine, rear axle and any added equipment. Diagnostic software, if available, must also be provided.		

Item #	Performance Specification	Comply Yes/No	Cross Reference (page #)
4.1.3	Must provide one hard print copy and one digital copy of vehicle operators manual. All manuals must be in English language, and, must be delivered with the vehicle.		
4.2	Warranty Period – Must provide warranty on all components and repair labour for a minimum of: <ul style="list-style-type: none"> Vehicle complete – 12 months Engine – 24 months Transmission/Transfer case – 24 months 		

4.3	Warranty Claims – If any requested warranty repairs have not commenced within 48 hours of notification, Transport Canada reserves the right to complete repairs and bill the supplier for the repair parts and labour in accordance with their standard repair time and rate.		Documentation not required
4.4	Responsible Party – Must specify the party responsible for performing any required warranty repairs and provide the name and phone number of the person to be contacted should any such repairs be required.		
5.0	Cab and Chassis		
5.1	G.V.W.R		
5.1.1	The minimum gross vehicle weight rating must be 21,000 Kg (46,000 lbs).		
5.2	Chassis Dimensions		
5.2.1	The vehicle wheelbase must be 3429 mm to 4166 mm (135 in to 164 in).		
5.2.2	The maximum turning radius should be 8.5 M (28 feet) to centre-line of front as per SAEJ695.		
5.3	Engine		
5.3.1	Engine must be a Tier 4 Final EPA approved diesel, incorporating wet sleeve replaceable cylinder liners.		

Item #	Performance Specification	Comply Yes/No	Cross Reference (page #)
5.3.2	Minimum power output must be 350 HP at the manufacturers recommended maximum RPM per SAE-J1349. Minimum peak torque must be 1300 ft-lb.		
5.3.3	Oil filter must be a full flow type, incorporating a replacement element.		
5.3.4	In cab engine temperature gauge must be installed.		

5.3.5	Must provide a full flow, fuel/water separator incorporating a replaceable element.		
5.3.6	Must provide a two-stage inside/outside intake air cleaner complete with moisture eliminator and in-cab restriction gauge.		
5.3.7	Coolant protection to -40 C must be provided.		
5.3.8	The engine fan must incorporate a thermostatically controlled fan clutch.		
5.3.9	Engine block heater must be installed.		
5.3.10	Engine coolant filter with replaceable cartridges must be installed.		
5.4	Transmission/Transfer Case		
5.4.1	The vehicles must have an automatic transmission with power shift complete with integral transfer case and lock up torque converter. The transmission must have 6 forward gears in addition to reverse gear. Supplier must provide details on transmission programming capabilities and options. Supplier must certify that the transmission/transfer case is torque rated for the engine specified.		
5.4.2	Must provide an automatic safety device to ensure the vehicle engine can only be started in neutral range, and the range selector cannot be Inadvertently shifted into reverse.		
5.4.3	Shift control quadrant must be illuminated.		

Item #	Performance Specification	Comply Yes/No	Cross Reference (page #)
5.4.4	Must provide transmission oil cooler and a temperature gauge mounted on the instrument panel.		
5.4.5	The integral transfer case must have a proportional differential with an electric over		

	hydraulic operated lock in/out switch.		
5.4.6	Must install a console mounted light to indicate when the transfer case is engaged, and the vehicle is operating in four wheel drive.		
5.5	Suspensions		
5.5.1	Both the front and rear springs must be progressive, with a minimum front rating of 10,433 kg (23,000 lbs) and a minimum rear rating of 10,433 kg (23,000 lbs).		
5.6	Axles		
5.6.1	The vehicles must be equipped with a minimum 1219 mm (48 in) set back front axle.		
5.6.2	The front driving steering axle must be a Meritor series or equivalent having a minimum capacity of 10,433 kg (23,000 lbs). Front axle to have a driver controlled, locking differential.		If "equivalent" provide make and model
5.6.3	The rear axle must have a driver controlled, locking differential, with a minimum capacity of 10,433 kg (23,000 lbs).		
5.6.4	Axle ratio must be provided to allow for an approximate road speed of 80 Km/Hr with the specified tires. Supplier to provide details on axle ratios.		
5.7	Wheels/Rims		
5.7.1	Wheels must be 10 stud 285.75mm bolt circle diameter.		
5.7.2	Front and rear rims must be 13 X 22.5, with identical offset so that front and rear tires are interchangeable.		
5.7.3	Both front and rear wheels must have a minimum weight rating of 4536 kg (10,000 lbs).		

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Item #	Performance Specification	Comply Yes/No	Cross Reference (page #)
5.8	Tires		
5.8.1	All tires must be tubeless, radial ply construction.		
5.8.2	Front and rear tires must be on/off road type 425/65R22.5		
5.9	Steering		
5.9.1	Vehicle steering must be mechanical or hydraulic. If mechanical, must provide two steering boxes- one main box and a secondary slave gearbox.		Proposed steering:
5.10	Fuel Tank		
5.10.1	Must provide a minimum 283 litre capacity fuel tank and be left side mounted.		
5.11	Exhaust		
5.11.1	Must be vertical mounted exhaust pipe equipped with an elbow.		
5.12	Brakes		
5.12.1	Must have dual system air brakes with anti-lock brake system (ABS) incorporating the following items:		
5.12.1.1	Must have minimum 13 CFM Compressor.		
5.12.1.2	Must have spring applied, air release parking brakes.		
5.12.1.3	Must be minimum 16.5 X 6 "S cam" or "Wedge" front brakes with automatic slack adjusters.		
5.12.1.4	Must be minimum 16.5 X 7 "S cam" rear brakes w/Automatic Adjusters.		
5.12.1.5	Must be Bendix AD-9, or equivalent, heated air dryer c/w moisture ejector.		If "equivalent" provide make and model
5.12.1.6	Must have in cab pressure gauge with low pressure warning light and buzzer.		
5.13	Electrical		

5.13.1	Must provide a minimum of four "DELCO" Series 1110 batteries or equivalent having a minimum of 3000 CCA capacity.		If "equivalent" provide make and model
5.13.2	Must include a minimum 105 amp 12V type 30 SI DELCO alternator or equivalent, with a low cut-in and high output at engine idle.		If "equivalent" provide make and model
5.13.3	Must provide a back-up alarm having a minimum of 97 dba as per SAE J-994 type "C".		

Item #	Performance Specification	Comply Yes/No	Cross Reference (page #)
5.13.4	Must provide a warning light and buzzer to indicate all of the following conditions: high coolant temperature, and low engine oil pressure.		
5.13.5	Must provide an hour meter installed in the instrument panel.		
5.13.6	Must provide an externally mounted battery disconnect master switch.		
5.14	Cab		
5.14.1	Cab must be forward mounted to frame, to provide an unobstructed view of the plow blade for the operator. The window area must be a minimum of 4.8 m3 (51.5 sq.ft). The cab must also provide Air Ride Suspension for operator comfort.		
5.14.2	Must be fully insulated cab equipped with maximum capacity fresh air intake heating and defrosting system, with air intake protected from the ingestion of rain and snow.		
5.14.3	The cab heating system must have sufficient capacity to maintain the cab interior at 13 degrees C with an ambient outside temperature of -40		

	degrees C.		
5.14.4	Must provide heavy duty, variable speed electrical wipers. Wipers must be mounted above the windshield and be a wet blade type windshield washer.		
5.14.5	Must provide in cab air conditioning sufficient to maintain the cab temperature at 21 degrees Celsius with an ambient outside temperature of 30 degrees Celsius.		

5.14.6	A maximum soundproof insulation package must be fitted to provide the lowest possible interior sound level. Interior sound level must not exceed 83Db when measured in accordance with SAE J-336.		
5.14.7	Must provide driver's high back, vinyl, air ride suspension seat with fully adjustable lumbar support, adjustable seat tilt c/w 2 retractable adjustable arm rests and incorporate seat belts. Training seat must also be provided.		
5.14.8	Must provide lightweight dual heated mirrors minimum 16 X 6 in. with built in clearance lights. Must provide lower mounted convex mirrors on both sides.		
5.14.9	Head lights and work lights (minimum 6 LED headlights min. 55 watts each) must be recessed in the top of the cab structure.		

Item #	Performance Specification	Comply Yes/No	Cross Reference (page #)
5.14.10	The Control Console must be mounted on the driver's right-hand side and must include all standard control equipment and in addition must include either air over hydraulic or electric over hydraulic joystick blade control that also has the capacity to integrate sweeper controls for a tow behind unit. (Supplier must provide complete details of console and control package being provided).		
5.15	Front and Rear Fenders		
5.15.1	Full front and rear fenders (supplier to provide details of composition i.e. metal, plastic, fiberglass, etc.) must be installed c/w mud flaps. Chains must be installed on the forward mud flaps to prevent them from coming in contact with the tire. The rearward mud flaps must not sail more than 30 degrees from the vertical.		
5.16	Painting		
5.16.1	The vehicle must be painted the manufacturer's standard method. Paint is epoxy type paint, Dupont Imron or equivalent. Paint color to be provided following contract award.		If "equivalent" provide further ..details
5.17	Plow and Frame		
5.17.1	Plow vehicle must be equipped with a heavy duty mounting plate for a reversible flared wing runway blade with DIN hands free or Quik Hitch type hitch. St Anthony Airport's snow plow vehicle is to be outfitted with a 5791 mm (228 inch or 19 foot) reversible snow plow. Wabush Airport's snow plow vehicle is to be outfitted with a 6096 mm (240 inch or 20 foot) reversible snow plow.		
5.17.2	Vehicle must be equipped with a PTO for a HW plow and must be complete with pump, control valve, reservoir, controls, lines, fittings, etc.		

Item #	Performance Specification	Comply Yes/No	Cross Reference (page #)
5.17.3	Plow must have a minimum 9.5 mm (3/8 inch) thickness polyurethane moldboard with minimum 5 mm (3/16 inch) steel backing plate equipped with, carbide cutting edges and snow deflector.		
5.17.4	Plow must be flared with a minimum 1270 mm (50 inch) moldboard height and 1626 mm (64 inch) discharge height.		
5.18	Instruction Identification		
5.18.1	Must provide permanently installed ISO or written instructions, diagrams and warning plates, where required to ensure efficient operation and servicing with maximum safety.		
6.0	Additional Equipment That Must Be Provided		
6.1	Heated fuel water separator rated for the engine power output.		
6.2	Full trailer connections to include both air and electrical connections mounted behind the engine cowling including a tractor protection valve, 7 pin electrical receptacle, and in cab trailer brake hand controller. The pintle hook should be provided with two (2) glad hands, one on either side, connected to the braking system.		
6.3	Air operated fast idle switch capable of maintaining a constant engine speed of 1200 RPM when engaged.		
6.4	The vehicle must be equipped with a fifth wheel, Holland # FW 6000 or equivalent to be compatible with a two-inch kingpin, Holland # KPT 807, or equivalent. To minimize the overall length of the vehicle configuration, the fifth wheel should be located to fit as close to the back of the vehicle as possible, without impeding other vehicle functions.		

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6.5	Ballast weight to be supplied and installed "in frame" behind the rear axle. This mass is to be approximately 4000 lbs and is to securely attach to the vehicle frame with removable fasteners. Lift eyes are to be installed with a minimum capacity of 2X the ballast mass.		
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Item #	Performance Specification	Comply Yes/No	Cross Reference (page #)
6.6	Must install a Class 1 LED permanent roof mounted amber flashing (strobe) beacon light. This light must be permanently installed at the highest point of the cab roof for 360 degree visibility. The on/off switch is to be located on the dash with the appropriate identification.		
6.7	Provide three (3) sets of all replacement consumable filters used on the vehicle		
6.8	Supply one spare tire on rim.		
6.9	Supply one additional complete set of cutting edge.		

ANNEX “G” - 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:

ANNEX H INSURANCE REQUIREMENT

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 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. Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h. Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
 - i. Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j. Notice of Cancellation: The Contractor will provide the Contracting Authority thirty (30) days prior written notice of policy cancellation or any changes to the insurance policy.
 - k. 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.
 - l. Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m. Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.
 - q. Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
 - r. Litigation Rights: Pursuant to subsection 5(d) of the [Department of Justice Act](#), S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by

registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:

*Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042,
Ottawa, Ontario, K1A 0H8*

For other provinces and territories, send to:

*Senior General Counsel,
Civil Litigation Section,
Department of Justice
234 Wellington Street, East Tower
Ottawa, Ontario K1A 0H8*

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

Solicitation No. - N° de l'invitation
T2012-220010/A
Client Ref. No. - N° de réf. du client
T2012-220010

Amd. No. - N° de la modif.
File No. - N° du dossier
XAQ-2-45004

Buyer ID - Id de l'acheteur
xaq031
CCC No./N° CCC - FMS No./N° VME

ANNEX "I"

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.