

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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

**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**

<b>Title - Sujet</b> TRUCK, MEDIUM DUTY		
<b>Solicitation No. - N° de l'invitation</b> F1701-120013/A	<b>Date</b> 2013-02-14	
<b>Client Reference No. - N° de référence du client</b> F1701-120013		
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-923-62215		
<b>File No. - N° de dossier</b> hp923.F1701-120013	<b>CCC No./N° CCC - FMS No./N° VME</b>	
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-03-27</b>		<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>		
<b>Address Enquiries to: - Adresser toutes questions à:</b> Martin, Erik		<b>Buyer Id - Id de l'acheteur</b> hp923
<b>Telephone No. - N° de téléphone</b> (819) 956-3842 ( )		<b>FAX No. - N° de FAX</b> (819) 956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF FISHERIES AND OCEANS 25 HURON ST YARD MAINT. FOREMAN VICTORIA British Columbia V8V4V9 Canada		

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

Vehicles & Industrial Products Division  
11 Laurier St./11, rue Laurier  
7A2, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5

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



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Unit Price/Prix unitaire FOB/FAM Destination Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	TRUCK, MEDIUM DUTY, 4X4, CREW CAB , 2013 model year or newer, built in accordance with specifications detailed in Annex "A" - Specifications - TRUCK, MEDIUM DUTY, 4x4, CREW CAB.	F1701	F1599	1	Each	\$XXXXXXXXXXXX	See Herein	

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## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with the requirement.

### **2. Requirement**

Fisheries and Oceans Canada requires the vehicle as detailed herein, in accordance with Annex "A" - Specifications - TRUCK, MEDIUM DUTY, 4 x 4, CREW CAB attached hereto.

### **3. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

### **4. Interpretation**

The mandatory requirements stated in this Request for Proposal use the words "must" or "mandatory". Proposals not meeting all of the mandatory requirements will be given no further consideration.

## PART 2 - BIDDER INSTRUCTIONS

### 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) 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 (2012-11-19)** 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:** sixty (60) days

**Insert:** ninety (90) days

### 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.

### 3. Enquiries - Bid Solicitation

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

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

#### **4. Applicable Laws**

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

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.

#### **5. Environmental Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

- Offerors / suppliers are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- Offerors / suppliers should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.

#### **6. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications or Statement of Work contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **seven (7)** calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid ( 2 hard copies)

Section II: Financial Bid ( 1 hard copy)

Section III: Certifications and Additional Information (1 hard copy)

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper and
- (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

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

### **2. 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.

Bidders must complete and submit by the bid closing date and time the following;

- 1) Appendix 1 - Technical Information Questionnaire - TRUCK, MEDIUM DUTY, 4 x 4, CREW CAB;
- 2) Annex A - Specifications - TRUCK, MEDIUM DUTY, 4 x 4, CREW CAB.



## **2.1 Equivalent Products**

2.1.1 Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- (a) designates the brand name, model and/or part number of the substitute product;
- (b) states that the substitute product is fully interchangeable with the item specified;
- (c) provides complete specifications and descriptive literature for each substitute product;
- (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
- (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

2.1.2 Products offered as equivalent in form, fit, function and quality will not be considered if:

- (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

2.1.3 Offerors / suppliers are encouraged to offer or suggest green solutions whenever possible.

2.1.4 In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

### 3. Section II: Financial Bid

The Bidders must submit their prices in the "Line item Detail" and in accordance with the Basis of Payment identified in **Part 6 - RESULTING CONTRACT CLAUSES**, at **Clause 6.1 Basis of Payment**.

#### 3.1 Exchange Rate Fluctuation

- 3.1.1 Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
- 3.1.2 Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
- 3.1.3 The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax or Harmonized Sales Tax, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
- 3.1.4 The foreign value of the foreign currency component of the bid or negotiated price must be provided in the bid. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
- 3.1.5 All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)
- 3.1.6 Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
- 3.1.7 If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.

3.1.8 Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with clause C3015C, C3020C, C3025C, or C3030C.

#### **4. Section III: Certifications and Additional Information**

Bidders must submit the certifications required under **PART 5 - CERTIFICATIONS**.

##### **4.1 Additional Information**

Canada requests that bidders submit the following information:

###### **4.1.1 Delivery**

While delivery of the vehicle is requested as soon as possible, the best delivery that can be offered is as follows:

**Item 001** – One (1) TRUCK, MEDIUM DUTY, 4 x 4, CREW CAB will be delivered within \_\_\_\_ calendar days from the effective date of the contract

###### **4.1.2 Manufacturer's Standard Warranty Period**

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of twelve (12) months. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

The manufacturer's standard warranty of \_\_\_\_\_ months or \_\_\_\_\_ km as administered through the designated dealer or authorized agent applies.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- 1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

### **2. Technical Evaluation**

- 2.1 The purpose of the technical evaluation is to determine if the goods and/or services offered meet all mandatory technical requirements outlined in the documents enumerated hereafter and as required in Section I - Technical Bid of Part 3 -**BID PREPARATION INSTRUCTIONS**:

- 1) Annex "A"- Specifications - TRUCK, MEDIUM DUTY, 4 x 4, CREW CAB.

### **3. Financial Evaluation**

- 3.1 The purpose of the financial evaluation is to determine the lowest price using the information submitted in "Line item Detail"

### **4. Basis of Selection**

- 4.1 A bid must comply with the requirements of the bid solicitation and meet all mandatory requirements to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Mandatory Certifications Required Precedent to Contract Award

#### 1.1 Code of Conduct and Certifications - Related documentation

1.1.1 By submitting a bid, the Bidder certifies, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation hereinafter mentioned will help Canada in confirming that the certifications are true. By submitting a bid, the Bidder certifies that it is aware, and that its affiliates are aware, that Canada may request additional information, certifications, consent forms and other evidentiary elements proving identity or eligibility. Canada may also verify the information provided by the Bidder, including the information relating to the acts or convictions specified herein, through independent research, use of any government resources or by contacting third parties. Canada will declare non-responsive any bid in respect of which the information requested is missing or inaccurate, or in respect of which the information contained in the certifications is found to be untrue, in any respect, by Canada. The Bidder and any of the Bidder's affiliates, will also be required to remain free and clear of any acts or convictions specified herein during the period of any contract arising from this bid solicitation.

Bidders who are incorporated, including those bidding as a joint venture, must provide with their bid or promptly thereafter a complete list of names of all individuals who are currently directors of the Bidder. Bidders bidding as sole proprietorship, including those bidding as a joint venture, must provide the name of the owner with their bid or promptly thereafter. Bidders bidding as societies, firms, partnerships or associations of persons do not need to provide lists of names. If the required names 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 will render the bid non-responsive. Providing the required names is a mandatory requirement for contract award. Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form-PWGSC-TPSGC 229)

(<http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html>) for any or all individuals aforementioned within the time specified. Failure to provide such Consent Forms within the time period provided will result in the bid being declared non-responsive.

## **2. Additional Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

### **2.1 Federal Contractors Program - over \$25,000 and below \$200,000**

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) ( ) has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: \_\_\_\_\_.

Further information on the FCP is available on the HRSDC Web site.

[Http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml)

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement associated with the requirement.

### 2. Requirement

The Contractor must deliver one (1), TRUCK, MEDIUM DUTY, 4 x 4, CREW CAB in accordance with Annex "A" - Specifications - TRUCK, MEDIUM DUTY, 4 x 4, CREW CAB.

### 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 (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

**2010A (2012-11-19)**, General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### 4. Term of Contract

#### 4.1 Delivery of Vehicle/Equipment

Delivery of the vehicle must be made as follows:

**Item 001** - TRUCK, MEDIUM DUTY, 4 x 4, CREW CAB. must be delivered on or before \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

### 5. Authorities

#### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Erik Martin

Title: Supply Specialist

Organization: Public Works and Government Services Canada - Acquisitions Branch  
LEFT Directorate, HP Division,



7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec,  
K1A 0S5

Telephone: 819 956-3842

Facsimile: 819 953-2953

E-mail: erik.martin@pwgsc-tpsgc.gc.ca

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

## 5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

## 5.3 Technical Authority:

The Technical Authority for the Contract is:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

Address \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

#### 5.4 Contractor's Representative

Name and telephone number of the person responsible for :

##### General enquiries

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

##### Delivery follow-up

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

#### 5.5 After Sales Service

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

##### Item 001

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of their obligations under the Contract, the Contractor will be paid firm unit prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services tax/Harmonized Sales Tax extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### 6.2 SACC Manual Clauses

H1000C Single Payment

2008-05-12

### 6.3 Exchange Rate/Payment on Delivery

6.3.1 The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments.

6.3.2 The price must be adjusted to reflect the exchange rate in effect and applied by Canada Border Services Agency (CBSA) on the date of importation, but only in respect of the foreign currency component detailed in the above form.

6.3.3 No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.

6.3.4 On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In addition, the invoice must be accompanied by a copy of CBSA Form B3-3, Canada Customs Coding Form, for the imported goods, services or both.

6.3.5 Canada will have the right to audit any revision to costs and prices under this clause.

## 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. Offerors / suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

Invoices must be distributed as follows:

- 1) The original and one copy of the Contractor's own invoice must be forwarded by mail to:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)

Title: \_\_\_\_\_

Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_

Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_

E-mail: \_\_\_\_\_

- 2) One copy of all invoices to the PWGSC Contracting Authority.

## 8. Certifications

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

## 9. Applicable Laws

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

## 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 (2012-11-19) General Conditions - Goods (MediumComplexity);
  - (c) Annex "A" - Specifications - TRUCK, MEDIUM DUTY, 4 x 4, CREW CAB;
  - (d) Appendix 1 - Technical Information Questionnaire - TRUCK, MEDIUM DUTY, 4 x 4, CREW CAB;
  - (e) the Contractor's bid dated \_\_\_\_\_

## 11. SACC Manual Clauses

The following clauses set out in the SACC Manual must form part of this Contract:

A1009C	Work Site Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
B1505C	Shipment of Hazardous Materials	2006-06-16
G1005C	Insurance	2008-05-12

## 12. Inspection and Acceptance

The Technical 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.

## 13. Preparation for Delivery

The vehicle / equipment must be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to Fisheries and Oceans Canada personnel at the final delivery location.

The fuel tanks must be at least half full prior to release of the vehicle to Fisheries and Oceans Canada personnel.

Any attempt by the carrier to deliver vehicles will be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and to accept the delivery. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

#### **14. Shipping Instructions - Delivery at Destination**

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid Fisheries and Oceans Canada, 25 Huron Street, Victoria, B.C.. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

Item 001 - the contact person for delivery is: \_\_\_\_\_ (to be inserted by PWGSC at time of contract award) .

#### **15. Post-Contract Award Meeting/Pre-Production Meeting**

Within ten (10) working days of the receipt of the contract, the Contractor must contact the Technical Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant \_\_\_\_\_ (Bibber to specify location). Cost of holding such pre-production meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by the Crown.

#### **16. Material**

Material supplied must be new, unused and of current production by manufacturer (2013 model-year or later).

#### **17. Spare Part Availability**

The contractor must ensure that spare parts required to properly maintain and repair the complete vehicle covered by this specification will be available for purchase by Fisheries and Oceans Canada, or its authorized agents, for a period of **10** years.

#### **18. Packaging**

The methods used for preservation and packaging must be in conformity with the contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment (as below deck cargo).

#### **19. Warranty**

The manufacturer's standard warranty of (to be inserted by PWGSC at time of contract award) \_\_\_\_\_ months or \_\_\_\_\_ km as administered through the designated dealer or authorized agent apply.

## APPENDIX 1 - TECHNICAL INFORMATION QUESTIONNAIRE - MEDIUM DUTY, 4 x 4, CREW CAB

Bidders are required to complete the following questionnaire

- A) This is not a purchase description but rather a generic specifications sheet designed to cover the majority of vehicle purchases in this class. Refer to Annex "A" - , MEDIUM DUTY, 4 x 4, CREW CAB - Specifications for the Requirements.
- B) Fill out the form where applicable in order to provide details on the unit(s) you are offering.
- (1) Cab and Chassis Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_
- (2) GVWR \_\_\_\_\_ lbs. GCWR \_\_\_\_\_ lbs.
- (3) Dimensions WB: \_\_\_\_\_ inches CA: \_\_\_\_\_ inches
- (4) Engine Make: \_\_\_\_\_ Model: \_\_\_\_\_
- Net HP: \_\_\_\_\_ HP at \_\_\_\_\_ RPM
- Net torque: \_\_\_\_\_ lbs. feet at \_\_\_\_\_ RPM
- (B) Radiator Shutters Make: \_\_\_\_\_ Model: \_\_\_\_\_
- (5) Transmission Make: \_\_\_\_\_ Model: \_\_\_\_\_ No. of Speeds: \_\_\_\_\_
- (B) Clutch Type: \_\_\_\_\_ Size: \_\_\_\_\_
- (C) Transfer Case Make: \_\_\_\_\_ Model: \_\_\_\_\_ Ratio: \_\_\_\_\_
- (6) Front Axle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Capacity: \_\_\_\_\_ lbs.
- (7) Rear Axle Make: \_\_\_\_\_ Model: \_\_\_\_\_
- Capacity: \_\_\_\_\_ lbs. Ratio(s): \_\_\_\_\_
- (8) Suspension
- Capacity at Ground Front: \_\_\_\_\_ lbs. each Shocks: \_\_\_\_\_
- Rear: \_\_\_\_\_ lbs. each Shocks: \_\_\_\_\_
- Auxiliary: \_\_\_\_\_ lbs. each

- (9) Tires Front size: \_\_\_\_\_ X \_\_\_\_\_ Ply/PR: \_\_\_\_\_ Tread: \_\_\_\_\_  
 Rear size: \_\_\_\_\_ X \_\_\_\_\_ Ply/PR: \_\_\_\_\_ Tread: \_\_\_\_\_  
 Spare size: \_\_\_\_\_ X \_\_\_\_\_ Ply/PR: \_\_\_\_\_ Tread: \_\_\_\_\_
- (10) Frame Material: \_\_\_\_\_ RBM: \_\_\_\_\_ in lbs.
- (B) Reinforcement Type: \_\_\_\_\_ RBM: \_\_\_\_\_ in lbs.
- (11) Fuel Tank(s) Qty: \_\_\_\_\_ Type(s): \_\_\_\_\_  
 Capacity (each): \_\_\_\_\_ Gallons Locations: \_\_\_\_\_
- (12) Battery(s) Qty: \_\_\_\_\_ Individual battery rating: \_\_\_\_\_ CCA  
 Total capacity: \_\_\_\_\_ CCA
- (13) Alternator Output: \_\_\_\_\_ amps
- (14) Steering Type: \_\_\_\_\_ Model: \_\_\_\_\_
- (15) Brakes Type: \_\_\_\_\_ Size Front: \_\_\_\_\_ Rear: \_\_\_\_\_
- (B) Compressor Make: \_\_\_\_\_ Model: \_\_\_\_\_ Capacity: \_\_\_\_\_  
 CFM
- (C) Air Dryer Make: \_\_\_\_\_ Model: \_\_\_\_\_
- (D) Moisture Ejector Make: \_\_\_\_\_ Model: \_\_\_\_\_
- (16) Seats Driver's Make: \_\_\_\_\_ Model: \_\_\_\_\_  
 Passenger's Make: \_\_\_\_\_ Model: \_\_\_\_\_
- (17) Accessories \_\_\_\_\_
- (18) Instruments \_\_\_\_\_
- (19) VEHICLE PERFORMANCE (truck at full GVWR)  
 Geared Top Speed - \_\_\_\_\_ MPH (SAE J688)
- (20) Snow Plough Make: \_\_\_\_\_ Model: \_\_\_\_\_  
 Blade length: \_\_\_\_\_ inches Height intake: \_\_\_\_\_ inches



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Discharge: \_\_\_\_\_ inches

(21) Hopper/Spreader Specifications Make: \_\_\_\_\_ Model: \_\_\_\_\_

Capacity: \_\_\_\_\_

Engine size: \_\_\_\_\_

Gear box ratio: \_\_\_\_\_

Spreader capabilities: minimum \_\_\_\_\_ feet maximum \_\_\_\_\_ feet

(22) Dump Body Make: \_\_\_\_\_ Model: \_\_\_\_\_

Capacity: \_\_\_\_\_ cubic yards

Dimensions

Inside length: \_\_\_\_\_ inches width: \_\_\_\_\_ inches

Heights front: \_\_\_\_\_ inches sides: \_\_\_\_\_ inches tailgate: \_\_\_\_\_ inches

**ANNEX “A” – SPECIFICATIONS – TRUCK, MEDIUM DUTY, 4 x 4, CREW CAB.**

Delivery Address: Fisheries and Oceans Canada  
Canadian Coast Guard,  
Yard Maintenance Foreman,  
25 Huron Street,  
Vancouver, British Columbia,  
8V8 4V9

		<b>BIDDER MUST INDICATE COMPLIANCE BY A “YES” or “NO”</b>			
		<b>YES</b>	<b>NO</b>	<b>Mandatory</b>	<b>Desirable</b>
1	*Conventional Towing Capacity of 16,000 lbs (minimum) for on/off road applications			Mandatory	
2	Gross vehicle weight rating 13,000 lbs (minimum)			Mandatory	
3	Gross combined weight rating 30,000 lbs (minimum)			Mandatory	
4	350 hp (minimum)			Mandatory	
5	Crew cab			Mandatory	
6	Finished 8 foot pickup box			Mandatory	
7	Dual rear wheels			Mandatory	
8	Diesel engine			Mandatory	
9	Automatic transmission			Mandatory	
10	(5 or 6 Speed) Automatic transmission			Mandatory	
11	Four wheel drive			Mandatory	
12	Air conditioning			Mandatory	
13	Limited slip differential			Mandatory	
14	Cloth seats			Mandatory	
15	(130L) Fuel tank capacity (minimum)			Mandatory	
16	Class V – 2 ½” towing package			Mandatory	
17	Cruise control			Mandatory	
18	Power windows, doors & mirrors			Mandatory	
19	Speed & idle control			Mandatory	
20	AM/FM/CD stereo			Mandatory	
21	Integrated Navigation System (GPS)			Mandatory	
22	Color: red				Desirable

\*Conventional towing capacity refers to “ball & hitch” towing as opposed to “5<sup>th</sup> wheel” style towing. The capacity difference can be as much as 5,000 lbs., therefore this is a very important mandatory item.