

**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

Title - Sujet TRAILER	
Solicitation No. - N° de l'invitation W6399-12DC26/B	Date 2012-06-18
Client Reference No. - N° de référence du client W6399-12DC26	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-901-60693	
File No. - N° de dossier hp901.W6399-12DC26	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-07-30	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Martin, Erik	Buyer Id - Id de l'acheteur hp901
Telephone No. - N° de téléphone (819) 956-3842 ()	FAX No. - N° de FAX (819) 956-5227
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

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**

Delivery Required - Livraison exigée See Herein	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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	DEPARTMENT OF NATIONAL DEFENCE DP-1 8355 FRANKTOWN RD., BLDG #14 RICHMOND, ON K0A2Z0	W6399	DEPARTMENT OF NATIONAL DEFENCE 101 COLONEL BY DR. OTTAWA Ontario K1A0K2 Canada



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	BOAT TRAILER, AIRCRAFT LOADABLE, T ANDEM AXLE, with sufficient strenght to launch, recover and transport a 9m (30 ft) long, 6,820 kg (15,000 lbs) Rigid Hull Inflatable Boat (RHIB). Shall be towable behind a Class 3 diesel truck with towing capacity minimum of 6,000 kg (13,200 lbs) in accordance with Annex B.	D - 1	W6399	1	Each	\$XXXXXXXXXXXX	See Herein	



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2	OPTIONAL QUANTITY: BOAT TRAILER, AIRCRAFT LOADABLE, TANDEM AXEL, with sufficient strenght to launch, recover and transport a 9m (30 ft) long, 6,820 kg (15,000 lbs) Rigid Hull Inflatable Boat (RHIB). Shall be towable behind a Class 3 diesel truck with towing capacity minimum of 6,000 kg (13,200 lbs) in accordance with Annex B.	D - 1	W6399	1	Each	\$XXXXXXXXXXXX	See Herein	

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This bid solicitation cancels and supersedes previous bid solicitation number W6399-12DC26/A dated 2012-04-16 with a closing of 2012-05-29 at 02:00 PM EDT.

PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this requirement.

2. Requirement

Canada is seeking proposals to procure:

2.1 Quantity one (1), BOAT TRAILER, AIRCRAFT LOADABLE, TANDEM AXEL and related items as described in Annex "A" - Pricing and in accordance with Annex "B" - Performance and Technical Specifications..

2.2 Irrevocable options identified in Annex "A" - Pricing.

2.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

2.2.2 The options may be exercised within eighteen (18) months after contract award.

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 "shall" or "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 (**2012-03-02**) 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 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. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications, Statement of Work or Purchase Description 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) days** before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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 (2 hard copies).

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;
- (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 are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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 - BOAT TRAILER, AIRCRAFT LOADABLE, TANDEM AXEL;

2.1 Substitutes and Alternatives

Bidders may propose substitutes and alternatives where "**shall^(E)**" is indicated in the technical requirement description (Purchase Description/Statement of Requirement/Statement of Work).

2.1.1 Substitutes and alternatives that are equivalent in form, fit, function and performance will be considered for acceptance by the Technical Authority where the Bidder:

- (a) Clearly identifies a substitute and/or an alternative;
- (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
- (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
- (d) Provides complete specifications and brochures, where applicable;
- (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
- (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.

2.1.2 Substitutes and alternatives offered as equivalent in form, fit, function and performance will not be considered for acceptance by the Technical Authority if:

- (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the evaluate the equivalency; or
- (b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.

2.1.3 In conducting the evaluation of bids, Canada may, but will have no obligation to request the bidder offering a substitute and/or an alternative, to provide a copy of the alternative standard and to demonstrate, at the bidder's sole cost, that it is equivalent to the technical requirement.

3. Section II: Financial Bid

Bidders must submit their prices in Annex “A”- Pricing in accordance with the Basis of Payment described 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 before contract award. 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

4.1.1.1 Firm Quantity

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

Item 001 – Quantity of one (1) BOAT TRAILER, AIRCRAFT LOADABLE, TANDEM AXEL and related items will be delivered within _____ calendar days from the effective date of the contract.

4.1.1.2 Optional Quantity

If an option is exercised, the best delivery that can be offered is as follows:

Item 002 – Quantity of one (1) BOAT TRAILER, AIRCRAFT LOADABLE, TANDEM AXEL and related items will be delivered within _____ calendar days after an option is exercised.

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.

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:**
 - Appendix 1 - Technical Information Questionnaire for BOAT TRAILER, AIRCRAFT LOADABLE, TANDEM AXEL ; and
 - Annex "B" - Purchase Description for BOAT TRAILER, AIRCRAFT LOADABLE, TANDEM AXEL.

3. Financial Evaluation

- 3.1 The purpose of the financial evaluation is to determine the aggregate price, based on the information submitted in Annex "A" - Pricing.
- 3.2 Aggregate Price Calculation

Bids will be evaluated on an aggregate price basis for the firm quantity and the optional quantity.
- 3.3 Any Extended Warranty Period offered will not be included in the financial evaluation and further negotiations may be required.

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 aggregate price will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 the 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

The certifications listed below should be submitted with the bid, but may be completed and submitted afterwards. If any of these required certifications is not completed or 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.

1.1 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>

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with this requirement.

2. Requirement

2.1 The Contractor must deliver and related items as described in Annex "A" - Pricing and in accordance with Annex "B" - Purchase Description for a BOAT TRAILER, AIRCRAFT LOADABLE, TANDEM AXEL.

2.2 The Contractor grants to Canada irrevocable options identified in Annex "A" - Pricing.

2.2.1 The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

2.2.2 The option may be exercised within eighteen (18) months after contract award.

2.3 Optional Extended Warranty Period

The Contractor grants to Canada the irrevocable option to extend the warranty period for an additional (to be inserted by PWGSC at time of contract award) months, under the same terms and conditions and at the price stated in the Contract at Annex "A" - pricing. 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 within ninety (90) calendar days after contract award and/or the exercising of an option by sending a written notice to the Contractor.

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 (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-03-02) General Conditions - Goods (Medium Complexity), apply to and form part of the contract.

3.1.1 **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.

If action to effect repairs under warranty cannot be initiated within **two (2)** working days and completed within a reasonable length of time or if the Contractor has no repair facilities in the immediate vicinity (**within 100 kilometres**) of the specified delivery destinations (consignees), the Department of National Defence reserves the right to make such repairs and be reimbursed by the Contractor at the rate of **\$103.91** per hour for labour and the cost for replaced parts."

All other provisions of the warranty section remain in effect.

4. Term of Contract

4.1 Delivery of BOAT TRAILER

4.1.1 Firm Quantity

Delivery date of the BOAT TRAILER must be made as follows:

Item 001 - BOAT TRAILER, AIRCRAFT LOADABLE, TANDEM AXEL. and related items must be delivered on or before _____ (Date to be inserted by PWGSC the Contracting Authority at time of contract award.)

4.1.2 Option Quantity

Item 002 - BOAT TRAILER, AIRCRAFT LOADABLE, TANDEM AXEL. and related items to be delivered within _____ calendar days after an option is exercised. (Days to be inserted by PWGSC the Contracting Authority 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: 819 956-5227
 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: _____

 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: _____

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 - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit price(s) specified in Annex "A" - Pricing, and as follows:

Basis of Payment (BOP) Type 1: 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

H1001C Multiple Payments

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

- 7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of the release document and any other documents as specified in the Contract;

- 7.2 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment:

National Defence Headquarters
Mgen George R. Pearkes Bldg

101 Colonel By Drive
Ottawa, Canada
K1A 0K2

Attention: DLP 5-3-5 Lindsay Nadeau

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

8. Certifications

Compliance with the certifications 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 or 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) 2010A (2012-03-02) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Pricing;
- (d) Annex "B" - Purchase Description for BOAT TRAILER, AIRCRAFT LOADABLE, TANDEM AXEL.
- (e) Appendix 1- Technical Information Questionnaire - BOAT TRAILER, AIRCRAFT LOADABLE, TANDEM AXEL.
- (f) the Contractor's bid dated _____

11. SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2008-05-12
A9049C	Vehicle Safety	2011-05-16
C2800C	Priority Rating	2011-05-16
C2801C	Priority Rating - Canadian-based Contractors	2011-05-16
D3010C	Dangerous Goods/Hazardous Products	2007-11-30
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2011-05-16
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16
D5545C	ISO 9001:2000 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D5604C	Release Documents - Foreign based Contractor	2008-12-12
D5605C	Release Documents - US based Contractors	2010-01-11
D5606C	Release Documents - Canadian-based Contractors	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
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 DND personnel at the final delivery location.

The fuel tanks must be at least half full prior to release of the vehicle(s) to DND personnel.

All vehicles delivered to the consignee are to be delivered between the hours of 8:00 am and 4:00 pm Monday through Friday, except Federal holidays. Any attempt by the carrier to deliver vehicles before or after these hours may 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 (For Firm and Optional quantities)

- 14.1 The Contractor must ship the goods prepaid DDP - Delivered Duty Paid, Incoterms 2000 as detailed at Annex "A" - Pricing. Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. 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.
- 14.2 The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the contacts specified in Annex "A" - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

15. Release Documents - Distribution

The Contractor must prepare the release documents and distribute them as follows:

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- (c) Copy 4: to the Contracting Authority;
- (d) Copy 5: to:
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2

Attention: DLP 5-3-5 - Lindsay Nadeau
- (e) Copy 6: to the Quality Assurance Representative;
- (f) Copy 7: to the Contractor;
- (g) Copy 8: all non-Canadian Contractors to:

DQA/Contract Administration
National Defence Headquarters

Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca.

16. 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 _____ (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 Canada.

17. Progress Reports

The contractor must prepare and submit monthly progress reports in two (2) copies, one to the DND Procurement Authority and one copy of the report must also be forwarded to the PWGSC Contracting Officer.

Each progress report must address the following questions:

- (a) Is the delivery on schedule?
- (b) Is the Contract free of any areas of concern in which the assistance or guidance of Canada may be required?
- (c) Each negative response must be supported with an explanation.

18. Tools and Loose Equipment

For shipment verification, all items and tools, which are shipped loose with the vehicle/equipment must be listed on the Inspection Certificate (CF 1280) or on an attached packing note.

19. Spare Parts 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 the Department of National Defence, or its authorized agents, for a period of **(ten) 10 years**.

20. Material

Material supplied must be new unused and of current production by manufacturer. (2012 model-year or later).

21. Design Changes

The "Design Change, Design Deviation and Waiver Procedure" as defined in National Defence Standard D-02-006-008/SG-0001 must apply.

22. Interchangeability

Unless changes during the production run are authorized by Procurement Authority , all vehicles supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

23. 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.

24. Service at Delivery

The Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all vehicles delivered. Cost to provide this service must be included in the price of each vehicle.

ANNEX "A" - PRICING

Item 001 BOAT TRAILER, AIRCRAFT LOADABLE, TANDEM AXEL. (Firm Quantity)

The Contractor must deliver the trailer including the sample manuals, CD of all manuals, data summary, photographs, warranty letter(s), preventative maintenance replacement parts kit list and Special tools list and familiarization training in accordance with the attached Annex "B" - Purchase Description for the BOAT TRAILER, AIRCRAFT LOADABLE, TANDEM AXEL. .

The trailer and related items must be delivered to:

Department of National Defence
DP-1
8355 Franktown Road, Bldg. 14
Richmond, Ontario,
K0A 2Z0

Delivery contact: _____ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: _____ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ _____ per trailer, including all equipment and related items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.1 Basis of Payment).

Quantity: one (1)

Item 002 Boat Trailer (Optional Quantity)

If this option is exercised, the Contractor must deliver the trailer in accordance with the attached Annex "B" - Purchase Description - BOAT TRAILER, AIRCRAFT LOADABLE, TANDEM AXEL.

To be delivered at the same location as Item 001.

Firm unit price of \$ _____ per vehicle/equipement in accordance with Basis of Payment Type 1 (as detailed at Clause 6.1 Basis of Payment).

The option may be exercised within eighteen (18) months after contract award.

Quantity: one (1)

Item 003 Optional Extended Warranty Period

Optional warranty coverage available: **YES** _____ **NO** _____

If yes, Canada requests that the Bidder provide details and pricing information of any optional extended warranty period available for the trailer and any related items.

(This item will not be included in the financial evaluation)

If exercised, the warranty period will be extended for an additional period of _____ months/calendar days.

Firm unit price of \$_____ Basis of Payment Type 1 (as detailed in Part 6)