

**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> Off Road SUV	
<b>Solicitation No. - N° de l'invitation</b> 5P121-130021/A	<b>Date</b> 2013-12-09
<b>Client Reference No. - N° de référence du client</b> 5P121-130021	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-916-64103	
<b>File No. - N° de dossier</b> hp916.5P121-130021	<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 2014-01-20</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 type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Paravan, Tony	<b>Buyer Id - Id de l'acheteur</b> hp916
<b>Telephone No. - N° de téléphone</b> (819) 956-3963 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> PARKS CANADA HALIFAX CITADEL NHS 5425 SACKVILLE STREET HALIFAX Nova Scotia B3K5M7 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	Off Road SUV • Off Road SUV • See, Annex "A" - Parks Canada, Specifications dated 06 December 2013.	5P121	I - 1	1	Each	\$		See Herein	

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Solicitation No. - N° de l'invitation

5P121-130021/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hp916

Client Ref. No. - N° de réf. du client

5P121-130021

File No. - N° du dossier

hp9165P121-130021

CCC No./N° CCC - FMS No/ N° VME

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Annex "A" - Parks Canada, Specifications dated 06 Dec 2013.

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## PART 1 - GENERAL INFORMATION

### 1. Security Requirement

There is no security requirement associated with this Bid solicitation.

### 2. Requirement

Parks Canada requires the vehicle as detailed herein, in accordance with Annex "A" - Parks Canada, Specifications dated 06 Dec 2013 attached hereto.

### 3. Debriefings

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 (2013-06-01)** 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

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**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;

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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.

## **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

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## 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) Annex "A" - Parks Canada, Specifications dated 06 Dec 2013.

### 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.

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- 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 Risk Mitigation**

- 3.1.1 The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450 , Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
- 3.1.2 The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
- 3.1.3 The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).

3.1.4 At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450 , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.

3.1.5 Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

#### **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 prior to 22 March 2014 the best delivery that can be offered is as follows:

Item 001 – Qty 1 Off Road SUV 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.

## **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" - Parks Canada, Specifications dated 06 Dec 2013.

### **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 price will be recommended for award of a contract.

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## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and documentation to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. 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 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 with this request will also render the bid non-responsive or will constitute a default under the Contract.

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

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

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### 1.2 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 ([http://www.labour.gc.ca/eng/standards\\_equality/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equality/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

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.

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## PART 6 - RESULTING CONTRACT CLAUSES

### 1. Security Requirement

There is no security requirement applicable to this contract.

### 2. Requirement

The Contractor must deliver Qty 1 - Off Road SUV in accordance with Annex "A" - Parks Canada, Specifications dated 06 Dec 2013.

### 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 (2013-04-25)**, 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 - Qty 1 - Off Road SUV 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: Tony Paravan

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: 819 956-3963

Facsimile: 819 953-2953

E-mail: tony.paravan@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: (If applicable)

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 completed by the bidder.)

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

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

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

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

##### Delivery follow-up

Name: \_\_\_\_\_ (To be completed by the bidder.)

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, and applicable Taxes are extra.

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

### 6.2 SACC Manual Clauses

H1000C Single Payment 2008-05-12

### 6.3 Exchange Rate Fluctuation Adjustment

- 6.3.1 The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
- 6.3.2 For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
- 6.3.3 The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

FCC Foreign Currency Component (per unit)

$i_0$

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

$i_1$

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty quantity of units

- 6.3.4 The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
- 6.3.5 For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
- 6.3.6 The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450 , Claim for Exchange Rate Adjustments.
- 6.3.7 The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (i.e  $[i_1 - i_0] / i_0$ ).
- 6.3.8 Canada reserves 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:  
(Insert invoicing address as per requisition):

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

### 8.1 Compliance

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 (2013-04-25) General Conditions - Goods (MediumComplexity);
- (c) Annex "A" - Parks Canada, Specifications dated 06 Dec 2013;
- (d) 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 Parks Canada personnel at the final delivery location.

The fuel tanks must be at least half full prior to release of the vehicle(s) to Parks 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 Halifax, Nova Scotia. 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 \_\_\_\_\_ (specify location). Cost of holding such

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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 (2014 model-year or newer).

## **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 Parks 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.

## **20. Interchangeability**

Unless changes during the production run are authorized by PWGSC, 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.