



**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 0B2 / Noyau 0B2
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

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Fuel & Construction Products Division
11 Laurier St./11, rue Laurier
7A2, Place du Portage, Phase III
Gatineau, Québec K1A 0S5

Title - Sujet MOTORIZED GRADER, ALL WHEEL DRIVE	
Solicitation No. - N° de l'invitation W8476-175539/A	Date 2016-11-01
Client Reference No. - N° de référence du client W8476-175539	
GETS Reference No. - N° de référence de SEAG PW-\$\$HL-659-71831	
File No. - N° de dossier hl659.W8476-175539	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-12-12	Time Zone Fuseau horaire Eastern Standard Time EST
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: Van Tassel, Stella	Buyer Id - Id de l'acheteur hl659
Telephone No. - N° de téléphone (873) 469-3346 ()	FAX No. - N° de FAX () -
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

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

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Annex A - Pricing,

Annex B - Purchase Description,

Annex C - Federal Contractors Program for Employment Equity - Certification, and

Appendix 1- Technical Information Questionnaire.

PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into six (6) parts plus annexes as follows:

Part 1 General Information: provides a general description of the requirement;

Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;

Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;

Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;

Part 5 Certifications: includes the certifications to be provided; and

Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments include the Annex A - Pricing, Annex B - Purchase Description, Annex C - Federal Contractors Program for Employment Equity - Certification, and Appendix 1- Technical Information Questionnaire.

1.2 Summary

The Department of National Defence has a requirement to purchase four (4) Motor Graders, All Wheel Drive and ancillary items, including familiarization instruction/training, in accordance with Annex B - Purchase Description Motor Graders, All Wheel Drive, dated 2016-08-04, and as described at Annex A - Pricing.

The requirement includes an option to purchase up to purchase six (6) Motor Graders, All Wheel Drive and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

1.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Columbia Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Panama Free Trade Agreement (CPFTA) and the Agreement on Internal Trade (AIT).

1.4 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 SACC Manual Clauses

The following terms and conditions are incorporated herein

SACC Reference	Section	Date
B1000T	Condition of Material - Bid	2014-06-26

2.3 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.

2.4 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

2.5 Applicable Laws

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

- Section I: Technical Bid (1 hard copy)
- Section II: Financial Bid (1 hard copy)
- Section III: Certifications (1 hard copy)
- Section IV: Additional Information (1 hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of 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) (<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 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 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.

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 should submit, with their bid, the completed Appendix 1 - Technical Information Questionnaire.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6 and Annex A - Pricing. The total amount of Applicable Taxes must be shown separately.

Bidders should complete Annex A and submit it with their bid.

3.1.2 SACC Manual Clauses

3.1.2.1 Exchange Rate Fluctuation Risk Mitigation

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.

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. 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).

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.

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

3.1.3 Electronic Payment of Invoices – Bid (*Bidder to complete*)

Canada requests that Bidders complete option 1 or 2 below.

1. () Electronic Payment Instruments will be accepted for payment of invoices.

The following Electronic Payment Instrument(s) are accepted:

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

Or

2. () Electronic Payment Instruments will not be accepted for payment of invoices.

The Bidder is not obligated to accept payment by Electronic Payment Instruments.

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

Section III: Certifications

Bidders must submit the certifications and additional information required under Part 5.

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.3 Best Delivery Date – Bid (*Bidder to complete*)

3.1.3.1 Firm Quantity

While delivery of the equipment/vehicle is requested by March 31, 2017, the best delivery that could be offered is as follows:

Item 001 – Four (4) Motor Graders, All Wheel Drive and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

3.1.3.2 Optional Quantity (*Bidder to complete*)

The best delivery that could be offered is as follows:

Item 002 - If an option is exercised, up to six (6) Motor Graders All Wheel Drive and ancillary items will be delivered within _____ weeks/calendar days.

3.1.4 Supplier Contacts (*Bidder to complete*)

Name and telephone number of the person responsible for:

General enquiries

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

3.1.5 After Sales Service (*Bidder to complete*)

Canada requests that the Bidder provide the names, addresses and telephone numbers of their dealers and/or agents authorized to provide after sales service, maintenance and warranty repairs, and a full range of repair parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery location and the authorized dealer and/or agent and the delivery location, which should not be more than 100 kilometers.

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

Name: _____

Address: _____

Telephone No.: _____

3.1.6 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 or 1000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/subassemblies will form part of the proposed contract.

3.1.7 Extended Warranty Period

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Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the minimum warranty period of twelve (12) months or 1000 hours of usage, whichever comes first (as indicated in the requisition).

If yes, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any ancillary items.

Any extended warranty period offered will not be included in the financial evaluation.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

All bids must be completed in full and provide all of the information requested in the bid solicitation to enable full and complete evaluation.

4.1.1.1 Mandatory Technical Evaluation Criteria

Bidders must submit, with their bid, all proof of compliance required in the Purchase Description and the Technical Information Questionnaire.

4.1.2 Financial Evaluation

4.1.2.1 Mandatory Financial Criteria

- a) Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex A - Pricing for items 001, 002 and 004.

- b) The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for item 001 the firm quantity and FCA Free Carrier at Contractor's Canadian facility or the Contractor's Canadian Distribution Point, Incoterms 2000 for items 002 (optional quantity) and 004 (optional familiarization instruction/training), Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

4.1.3 Evaluated Aggregate Price

Bids will be evaluated on an aggregate price basis for the firm quantity, the optional quantity and familiarization instructions/training (option) as follows:

- a) the firm lot prices for the firm quantity will be multiplied by their identified quantities to obtain the evaluated price of the firm quantity;
- b) the firm lot prices for the optional quantity will be multiplied by the identified estimated quantity quantities to obtain the evaluated price of the optional quantity;
- c) the firm lot prices for the familiarization instruction/training (option) will be multiplied by the identified estimated quantity to obtain the evaluated price of the familiarization instruction/training (option);
- d) the sum of all evaluated prices will determine the evaluated aggregate price.

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certification Required with the Bid

Bidders must submit the following duly completed certifications as part of their bid.

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

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

The Bidder must provide the Contracting Authority with a completed Annex C- Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 General Environmental Criteria Certification *(Bidder to complete)*

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidders' Authorized Representative Signature

Date

or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidders' Authorized Representative Signature

Date

5.2.3.2 Product Conformance *(Bidder to complete)*

The Bidder certifies that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of the

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purchase description. This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

Bidders' Authorized Representative Signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to the Contract.

6.2 Requirement - Contract

The Contractor must deliver four (4) Motor Graders, All Wheel Drive and ancillary items, including familiarization instruction/training, in accordance with Annex B - Purchase Description Motor Graders, All Wheel Drive, dated 2016-08-04, and at Annex A - Pricing.

An option is included to purchase up to six (6) Motor Graders, All Wheel Drive vehicles and ancillary items to be exercised within (twelve (12) months from the effective date of the contract.

6.2.1 Technical Changes, Substitutes and Alternatives

Any technical changes, substitutes and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function, quality and performance to what is being replaced and must be at no additional cost to Canada. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the substitute or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

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

6.2.2 Optional Goods and/or Services

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

The option may be exercised at the discretion of Canada in whole or in part or in more than one occasion, up to the maximum quantity identified herein.

The Contracting Authority may exercise the option within twelve (12) months after contract award by sending a written notice to the Contractor.

The Contractor must advise the Technical Authority and Contracting Authority of any design updates that could affect the procurement of additional vehicles/equipment.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and->

guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2016-04-04) General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

Section 09 entitled Warranty of General Conditions 2010A is amended as follows:

At subsection 1, delete the following: "The warranty period will be twelve (12) months" and replace with the following: "The warranty period will be twelve (12) months, or 1000 hours of usage, whichever comes first".

Delete subsection 2 in its entirety and replace 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 150 kilometres**) of the specified delivery destinations (consignees), Canada 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.

6.4 Term of Contract

6.4.1 Delivery Date

Delivery of the vehicle/equipment must be made as follows:

Firm Quantity

Item 001 – four (4) Motor Graders, All Wheel Drive and ancillary items must be delivered within _____ (*to be inserted by PWGSC*) weeks/calendar days from the effective date of the contract.

Optional Quantity

Item 002 - If the option is exercised, up to six (6) Motor Graders, All Wheel Drive and ancillary items must be delivered within _____ (*to be inserted by PWGSC*) weeks/calendar days after an option is exercised.

6.4.2 Adherence to Delivery Schedule

The contractor will promptly give notice to the Contracting Authority of its inability to meet the contract delivery schedule and will request therein an extension of time stating its proposed revised delivery schedule and offering consideration for such revisions. Until such notice is received and the revised delivery schedule agreed to, the Minister may, pursuant to the General Conditions, on the business day following the due date of delivery of any outstanding materials, **terminate the whole or part of the contract for default.**

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Stella Van Tassel

Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch, Commercial & Alternate Acquisitions Management Sector

Logistics, Electrical, Fuel & Transportation Directorate

Fuel & Construction Products Division (HL)

11 Laurier Street, 7A2, Place du Portage, Phase III

Gatineau, QC K1A 0S5

Telephone: 873-469-3346

Facsimile: 819-956-5227

E-mail address: stella.vantassel@tpsgc-pwgsc.gc.ca

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

6.5.2 Procurement Authority *(to be inserted by PWGSC)*

The Procurement Authority for the contract is:

DLP 5-3-1-C1

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

Telephone: _____

Facsimile: _____

E-mail address: _____

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.

6.5.3 Technical Authority *(to be inserted by PWGSC)*

The Technical Authority for the Contract is:

DSVPM 4-3

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

Telephone: _____

Facsimile: _____

E-mail address: _____

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

6.5.4 Contractor's Representative

Name and telephone number of the person responsible for:

General Enquiries *(to be inserted by PWGSC)*

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

Delivery Follow-up *(to be inserted by PWGSC)*

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

6.5.4 After Sales Service *(to be inserted by PWGSC)*

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:

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

Name: _____

Address: _____

Telephone No.: _____

6.6 Payment

6.6.1 Basis of Payment

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

6.6.1.1 Basis of Payment (BOP) Type 1

Firm lot 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.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

6.6.1.2 Basis of Payment (BOP) Type 2

Firm lot prices in Canadian dollars, FCA Free Carrier, Incoterms 2000 at Contractor's Canadian facility or Contractor's Canadian distribution point, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

6.6.1.3 Basis of Payment (BOP) Type 3

Price to be negotiated 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.

The transportation cost will be "negotiated" when Canada intends to exercise an option and has identified the applicable quantities and destinations. When requested by Canada, as a basis for negotiation, the Contractor must provide the transportation price(s) and relevant information.

6.6.1.4 Basis of Payment (BOP) Type 4

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njccnm.gc.ca/directive/index.php?sid=90&hl=1&lang=eng>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

When requested by Canada, the Contractor must provide an estimated cost and relevant information for the travel and living.

6.6.2 SACC Manual Clauses

SACC Reference	Title	Date
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

6.6.3 Exchange Rate Fluctuation Adjustment

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.

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.

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:

Adjustment = FCC x Qty x (i1 - i0) / i0
where formula variables correspond to:

FCC

Foreign Currency Component (per unit)

i0

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

i1

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

Qty

quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.

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. 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.

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. $[i1 - i0] / i0$).

8. Canada reserves the right to audit any revision to costs and prices under this clause.

6.6.4 Electronic Payment of Invoices – Contract

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

- a. ☐ Visa Acquisition Card;
- b. ☐ MasterCard Acquisition Card;
- c. ☐ Direct Deposit (Domestic and International);
- d. ☐ Electronic Data Interchange (EDI);
- e. ☐ Wire Transfer (International Only);
- f. ☐ Large Value Transfer System (LVTS) (Over \$25M)

6.7 Invoicing

6.7.1 Invoicing Instructions

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.
2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.
3. The Applicable Taxes must be calculated on the amount of each invoice.

4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.

5. Each invoice must be supported by:

(a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;

6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.

7. Invoices must be distributed as follows:

(a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.

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

(c) One (1) copy must be forwarded to the consignee.

6.8 Holdback

1. Canada will apply a ten (10) percent holdback on any due payment for the vehicle/equipment/service (Items 001 to 004) until delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service.

2. Subsequent to delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor must submit an invoice for the release of the Holdback in accordance with "Invoicing Instructions" found in this contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.9.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.10 Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (*Insert the name of the province or territory as specified by the Bidder in its bid, if applicable*)

6.11 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 (2016-04-04) Goods (Medium Complexity);
- (c) Annex A - Pricing;
- (d) Annex B - Purchase Description for Motor Graders, All Wheel Drive, dated 2016-08-04;
- (e) Annex C - Federal Contractors program for employment equity - Certification
- (f) the Contractor's bid dated _____ (*insert date of bid*) (*If the bid was clarified or amended, insert at the time of contract award: " , as clarified on _____ " or " , as amended on _____ " and insert date(s) of clarification(s) or amendment(s)*)

6.12 SACC Manual Clauses

The following terms and conditions are incorporated herein:

SACC Reference	Section	Date
A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Vehicle Safety	2014-11-27
A9062C	Canadian Forces Site Regulations	2011-05-16
D2000C	Marking	2007-11-30
D5545C	ISO 9001:2008 - Quality Management Systems - Requirements (QAC C)	2010-08-16
G1005C	Insurance	2016-01-28

6.13 Inspection and Acceptance

The Technical Authority or his representative 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 its representative. Should any report, document, good or service not be in accordance with the requirements of the Purchase Description and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.14 Preparation for Delivery

- The vehicle/equipment shall 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 the inspection authority or consignee at the final delivery location.
- All vehicles/equipment are to be delivered by appointment only. Any attempt by the carrier to deliver the vehicles/equipment without an appointment may be refused. 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 any additional costs.
- The fuel tanks shall be at least half full prior to release of vehicle(s) to DND personnel.

6.15 Shipping Instructions

- The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (in accordance with Annex A - Pricing) as specified below. 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 Applicable Taxes.

2. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in Annex A - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

3. **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 an attached packing list.

6.16 Post-Contract Award Meeting

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor shall be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at the Department of National Defence facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

Annex A - Pricing

Item 001 – Motor Graders, All Wheel Drive (Firm Quantity)

The Contractor must deliver four (4) Motor Graders All Wheel Drive and ancillary items such as but not limited to vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letter(s) and Initial Parts Kits including familiarization instruction/training, in accordance with the attached Purchase Description Motor Graders All Wheel Drive dated 2016-08-04.

Four (4) Motor Graders All Wheel Drive and ancillary items must be delivered to:

CFB Suffield
Ralston, Alberta
T0J 2N0
Canada

The contact person at destination is: *(to be inserted by PWGSC)*

Firm lot price of \$_____ *(To be completed by the Bidder)* per vehicle/equipment and ancillary items, Delivered Duty Paid to CFB Suffield, Ralston, in accordance with Part 6, Basis of Payment Type 1.

Manufacturer: *(to be inserted by PWGSC)*

Model: *(to be inserted by PWGSC)*

Item 002 – Motor Graders, All Wheel Drive (Optional Quantity)

If this option is exercised, the Contractor must deliver up to six (6) Motor Graders All Wheel Drive and ancillary items such as but not limited to vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letter(s) and Initial Parts Kits, excluding familiarization instruction/training, in accordance with the attached Purchase Description Motor Grader All Wheel Drive dated 2016-08-04.

Firm lot price of \$_____ *(To be completed by the Bidder)* per vehicle/equipment and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 6, Basis of Payment Type 2.

Manufacturer: _____ *(To be completed by the Bidder)*

Model: _____ *(To be completed by the Bidder)*

Item 003 - Transportation Cost (Optional Quantities)

If an option is exercised in accordance with item 002 above, the Contractor must deliver the vehicle/equipment to destination as follows:

Quantity: _____ *(to be inserted by PWGSC if an option is exercised)*

The Motor Graders All Wheel Drive and ancillary items must be delivered to:

Solicitation No. - N° de l'invitation

W8476-175539/A

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

W8476-175539

Amd. No. - N° de la modif.

File No. - N° du dossier

hl659. W8476-175539

Buyer ID - Id de l'acheteur

hl659

CCC No./N° CCC - FMS No./N° VME

(to be inserted by PWGSC if an option is exercised)

The contact person at destination is: _____ *(to be inserted by PWGSC if an option is exercised)*.

Negotiated price of \$ _____ *(to be negotiated if an option is exercised)* per vehicle/equipment, for transportation cost, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 3.

(Item 003 will not be included in the financial evaluation)

Item 004 - Familiarization Instruction/Training (Optional) *(To be completed by the Bidder)*

If this option is exercised, the Contractor must provide one (1) familiarization instruction/training course per location where an optional Grader is delivered, in accordance with the attached Purchase Description for Motor Graders All Wheel Drive, dated 2016-08-04.

Quantity: One (1) Familiarization instruction/training course

Firm unit price of \$ _____ in accordance with Part 6, Basis of Payment Type 2.

Item 005 - Travel and Living Expenses – National Joint Council Directive, for Familiarization Instruction/Training (Option)

The Contractor must deliver the familiarization instruction/training to:
(to be inserted by PWGSC if an option is exercised)

Estimated Cost: \$ _____ *(to be inserted by PWGSC if an option is exercised)* in accordance with Part 6, Basis of Payment Type 4.

(Item 005 will not be included in the financial evaluation)

Item 006 – Extended Warranty Period *(To be completed by the Bidder)*

If the warranty period is extended for an additional period of _____ months/calendar days, the Contractor will be paid a firm unit price of \$ _____ per vehicle/equipment, Goods and Services Tax or the Harmonized Sales Tax extra.

(Item 006 will not be included in the financial evaluation)



NOTICE

This documentation has been reviewed by the Technical Authority and does not contain controlled goods.

AVIS

Cette documentation a été révisée par l'Autorité technique et ne contient pas de marchandises contrôlées.

ANNEX B

PURCHASE DESCRIPTION MOTOR GRADER, ALL-WHEEL DRIVE

1. SCOPE

1.1 Scope - This purchase description covers the requirements for diesel engine driven, all-wheel drive, motor grader.

1.2 Instructions

- (a) Requirements, which are identified by the word "**must**", **must** be treated as mandatory. Deviations will not be permitted;
- (b) Requirements identified with a "will" define actions to be performed by Canada and require no action/obligation on the Contractor's part;
- (c) Where "**must**" or "will" are not used, the information provided is for guidance only;
- (d) Where a standard is specified and the Contractor has offered an **Equivalent**, that **Equivalent** standard **must** be supplied by the Contractor;
- (e) Where a technical certification is referred to in this Purchase Description, a copy of the certification or an acceptable Proof of Compliance **must** be supplied, when requested by the **Technical Authority**;
- (f) While the International System of Units (SI) **must** be used as the primary system of measurement to define requirements of this Purchase Description, both the SI system and the standard system for this product may be indicated. Conversion from one system of measurement to the other may not be exact; and
- (g) Dimensions stated as nominal **must** be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

1.3 Definitions

- (a) "**Provided**" means "provided and installed";
- (b) "**Technical Authority**" **must** mean the official responsible for the technical content of this requirement;

Revisions		
Rev	Date	Description
A	2016/08/04	Initial Release.

OPI: DSVPM 4 - BPR: DAPVS 4

Issued on Authority of the Chief of the Defence Staff

Publiée avec l'autorisation du chef d'état-major de la Défense



- (c) **"Equivalent"** means a standard, means, or component type, which the **Technical Authority** has approved for this requirement as meeting the specified requirements for fit, form, function and performance;
- (d) **"Commercially Equipped"** means that the vehicle is provided in its standard commercial configuration with no additional government-specified requirements; and
- (e) **"Bilingual"** means in both official languages; English and French.

1.4 **Data Table** - The following table shows required performance and dimensions for each configuration, with a clause reference.

CHARACTERISTIC	CLAUSE	UNITS	CONFIGURATION
			G1
ENGINE RATING - FIRST GEAR (AWD)	3.4.1(a)	kW	145
BLADE PULL	3.4.1(b)	kN	178
CIRCLE CUTTING ANGLE	3.5.1(a)(iii)	Degree	90
MOLDBOARD HEIGHT	3.5.1(a)(iv)	mm	610
MOLDBOARD LENGTH	3.5.1(a)(vi)	mm	3657
PLOW WING LENGTH	3.5.2(b)(iv)	mm	3657
PLOW WING BENCH CUTTING HEIGHT	3.5.2(b)(v)	mm	760
SCARIFIER TEETH	3.5.2(c)(ii)	-	11
SCARIFIER SWATH	3.5.2(c)(iii)	mm	1175
ARTICULATION	3.7.1	Degree	20

2. APPLICABLE DOCUMENTS

2.1 **Government Furnished Documents** - NOT APPLICABLE

2.2 **Other Publications** - The following documents are referenced in this specification. Canada will not be supplying any reference documents. Available information on the organization is provided.

- (a) Canada Occupational Health and Safety Regulations
Government of Canada / Department of Justice
<http://laws-lois.justice.gc.ca/eng/regulations/SOR-86-304/index.html>
- (b) Hazardous Products Act
Government of Canada / Department of Justice
<http://laws-lois.justice.gc.ca/eng/acts/H-3/>
- (c) International Organization for Standardization (ISO)
ISO Central Secretariat
1, ch. de la Voie-Creuse
CP 56, CH-1211 Geneva 20
Switzerland
<http://www.iso.org/iso/home.htm>
- (d) SAE Standards
SAE World Headquarters
400 Commonwealth Dr.,
Warrendale, PA, 15096-0001
<http://www.sae.org>

3. REQUIREMENTS

3.1 Standard Design

- (a) The vehicle **must** be the latest model from a manufacturer who has demonstrated acceptability by selling, in North America, this type and size class of vehicle for at least three (3) years;
- (b) The vehicle **must** have engineering certification available, upon request for this application from the original manufacturers of major equipment, systems and assemblies;
- (c) The vehicle **must** conform to all applicable laws, regulations and industrial standards governing manufacture, safety, noise levels and pollution in effect in Canada at the time of manufacture; and
- (d) The vehicle **must** not have systems and components operating at capacities beyond those published by the system or component manufacturer.

3.2 Operating Conditions

3.2.1 **Weather** - The vehicle/equipment **must** operate under the extremes of weather conditions found in Canada in temperatures ranging from -40 to 40°C.

3.2.2 **Terrain** - The vehicle/equipment **must** be capable of being operated on highways, secondary roads, gravel roads, off-road, and cross-country conditions (e.g. dirt tracks and rough logging roads). Terrain conditions **must** include year round operations on snow, mud, sand and ice.

3.3 Safety Standards

3.3.1 **Hazardous Materials** - The contractor **must** be compliant with the Hazardous Products Act of Canada with regards to the use of hazardous materials, ozone depleting substances, polychlorinated biphenyls, asbestos and heavy metals used in the manufacture and assembly of the product supplied.

3.4 **Performance** - The vehicles **must** be diesel engine driven, all-wheel drive, motor graders.

3.4.1 Vehicle Performance

- (a) The vehicle **must** have a first gear engine power rating, evaluated with the all-wheel drive engaged, of at least that defined as "ENGINE RATING - FIRST GEAR (AWD)" in the Data Table; and
- (b) The vehicle **must** have a blade pull, evaluated with weight on all six tires, at the vehicle typical operating weight and coefficient of traction measuring 0.9, of at least that defined as "BLADE PULL" in the Data Table.

3.5 Equipment and Attachments

3.5.1 Equipment

(a) Circle and Moldboard

- i A circle with a moldboard (blade), designed to give a rolling tumble to the materials, **must** be provided;
- ii The circle and moldboard **must** have a power actuated blade tilt and side shift;

- iii The moldboard **must** have a bank cutting angle, either side, of at least that given as "CIRCLE CUTTING ANGLE" in the Data Table;
 - iv The moldboard **must** have a height of at least that given as "MOLDBOARD HEIGHT" in the Data Table;
 - v The moldboard **must** have a nominal length of that given as "MOLDBOARD LENGTH" in the Data Table; and
 - vi The moldboard **must** have one or more bolt-on replaceable cutting edges.
- (b) Hydraulic Moldboard Float Control - A moldboard float control **must** be provided.
- (c) Tie-Down/Transport/Recovery Devices - Commercially equipped.
- (d) Tool Compartment
- i A tool compartment to hold all tools and loose equipment required for daily maintenance **must** be provided;
 - ii The tool compartment **must** be protected from the elements including road splash or be of weatherproof construction with anti-return type drainage; and
 - iii The tool compartment **must** be lockable.
- (e) Protection against Vandalism
- i The vehicle **must** have vandal protection measures including provisions for locking the engine covers, filler caps and cab; and
 - ii Locking **must** be by padlock hasps or by integral, common keyed locks.
- (f) Non-Skid Walking Surfaces - The vehicle **must** have all walking surfaces covered with a coarse non-skid coating for operator safety.

3.5.2 Attachments

- (a) Moldboard Extensions
- i Left and right moldboard blade extensions **must** be provided;
 - ii The extensions **must** each have a nominal length of 610mm;
 - iii The extensions' profile **must** match that of the moldboard; and
 - iv The extensions **must** have bolt-on replaceable cutting edges.
- (b) Plow Wing
- i A hydraulically actuated plow wing, mounted on the right side of the vehicle, behind the articulation, **must** be provided;
 - ii The plow wing **must** include a mounting framework and controls in the cab;
 - iii LED lights to illuminate the plow wing **must** be provided;

- iv The plow wing **must** have a nominal length of that given as **"PLOW WING LENGTH"** in the Data Table;
 - v The plow wing **must** have a bench cutting height of at least that given as **"PLOW WING BENCH CUTTING HEIGHT"** in the Data Table;
 - vi The plow wing **must** be equipped with a float control;
 - vii The plow wing **must** have one or more bolt-on replaceable cutting edges; and
 - viii The hydraulic lines connecting the wing to the vehicle **must** be equipped with drip-less, quick-connect fittings.
- (c) **Mid-Mount Scarifier**
- i A "V" type mid-mount scarifier **must** be provided;
 - ii The scarifier **must** have least the number of teeth given as **"SCARIFIER TEETH"** in the Data Table; and
 - iii The scarifier **must** have a swath of at least the value given as **"SCARIFIER SWATH"** in the Data Table.
- (d) **Front Push Block** - A front push block **must** be provided.

3.6 **Operator Station**

- (a) **Keys**
- i A common key **must** be used for all items supplied with an integral keyed lock; and
 - ii The integral keyed locks **must** include the ignition, doors and locking compartments/covers.
- (b) **ROPS Cab**
- i A cab incorporating a Roll Over Protective Structure (ROPS), certified in accordance with ISO 3471, **must** be provided;
 - ii The ROPS cab **must** be weatherproof, pressurized and insulated;
 - iii The ROPS cab **must** have a heating system with ventilation and defrosting systems capable of keeping windows free from frost and moisture;
 - iv The ROPS cab **must** have the manufacturer's standard safety glass in the windows. It is preferred the glass be tinted to reduce solar heating load;
 - v The cab **must** have front and rear windshield wipers conforming to SAE J198;
 - vi The windshield wiper system **must** have at least 2 speeds, with an intermittent setting;
 - vii The windshield wipers **must** incorporate a washer system; and
 - viii The ROPS cab **must** have two lockable doors, or one door and at least one visibly labelled window as an emergency escape route.

(c) **Driver's Seat**

- i The vehicle **must** be equipped with an operator's air suspension seat and backrest in conformance with SAE J899 or in conformance with ISO 11112:1995 and ISO 7096;
- ii The driver's seat **must** have seat material of a breathable fabric or a mesh surface;
- iii The seat **must** be equipped with seat belts conforming, as a minimum, to SAE J386;
- iv The seat **must** be heated; and
- v The seat **must** be fore/aft and vertically adjustable while in a seated position.

(d) **Mirror(s)**

- i Adjustable rear-view mirrors positioned for safe reverse operation **must** be provided;
- ii Heated exterior mirrors **must** be provided;
- iii Mirror heating **must** be activated by an in-cab control; and
- iv The exterior mirrors **must** have a split design with flat and convex sections.

(e) **Radio**

- i An AM/FM radio **must** be provided;
- ii The radio **must** be equipped with an auxiliary input; and
- iii The radio **must** turn off automatically when the vehicle is turned off.

(f) **Rear View Camera**

- i A rear view camera **must** be installed on the vehicle;
- ii The camera image **must** be displayed in the cab of the vehicle; and
- iii The camera **must** be protected by a guard or mounted in a protected location.

(g) **Air Conditioner** - The manufacturer's standard air conditioning system **must** be provided.

(h) **Operator Manual Stowage** - The vehicle operator compartment **must** be equipped with a dedicated stowage holder or box for the bilingual operator manual(s).

3.7 **Chassis** - The vehicle chassis **must** be the manufacturer's standard for a vehicle of this type and size.

3.7.1 **Articulation** - The vehicle **must** articulate to both sides at an angle of at least that given as "ARTICULATION" in the Data Table.

3.7.2 **Fenders** - The vehicle **must** be equipped with front and rear wheel fenders.

3.7.3 **License Plate Holder** - The vehicle **must** be equipped with a rear mounted license plate holder.

3.8 **Engine** - The manufacturer's standard diesel engine **must** be provided.

3.8.1 **Fuel Tank(s)** - The fuel tank(s) **must** be the manufacturer's standard.

3.8.2 **Engine Cold Weather Aids**

- (a) The engine **must** be equipped with cold weather aids to enable the engine (operating with winter grade fuels/oils) to be started at temperatures down to -40° C;
- (b) A low temperature engine starting aid **must** be provided. The engine **must** have one of the following systems: ether injection, glow plug(s), intake air preheat or **Equivalent**;
- (c) 110-Volt engine heaters **must** be provided. The engine heaters **must** have a capacity as recommended by the engine manufacturer or conforming to SAE J1310;
- (d) 110-Volt battery heaters **must** be provided. The battery heaters **must** have a wattage matched to battery size to prevent battery damage due to overheating; and
- (e) External electrical power for engine and battery heaters **must** be a single cover-protected plug that is accessible without lifting the engine covers. The plug **must** include a means to indicate when power is being supplied to the 110 Volt components.

3.8.3 **Fuel-Fired Pre-Heater**

- (a) The vehicle **must** be provided with a fuel-fired engine coolant preheat system;
- (b) The fuel-fired pre-heater **must** be the size recommended by the heater manufacturer;
- (c) The fuel-fired pre-heater **must** be provided with a 7 day programmable timer;
- (d) Fuel for the fuel-fired pre-heater **must** be drawn from the vehicle fuel tank; and
- (e) The fuel-fired pre-heater **must** operate without power from outside the vehicle.

3.9 **Transmission** - The manufacturer's all-wheel drive transmission **must** be provided.

3.9.1 **Front Wheel Drive System**

- (a) A driver selected front wheel drive system **must** be provided; and
- (b) The front wheel drive system **must** have a device to provide full disengagement or over-riding of drive motors for rear tandem drive operations and be freewheeling for road travel.

3.10 **Brake System** - The braking system **must** conform to ISO 3450 or **Equivalent**.

3.11 **Steering** - The steering system **must** be the manufacturer's standard.

3.12 **Wheels and Tires**

- (a) The manufacturer's standard wheels **must** be provided;
- (b) 14.00R24 tires with G-2 treads **must** be provided; and
- (c) Tire chains for the rear tandem tires **must** be provided.

3.13 **Controls** - Controls **must** be the joystick or fingertip armrest type, instead of conventional lever controls.

3.14 **Instruments**

- (a) Instruments **must** be the manufacturer's standard; and
- (b) The instruments **must** include an hour-meter, which displays the accumulated running time up to at least 9,999 hours.

3.15 **Electrical System**

- (a) The vehicle **must** be equipped with the manufacturer's standard electrical system; and
- (b) A back-up alarm system to alert personnel that the vehicle is in reverse **must** be provided.

3.16 **Battery Solar Charger**

- (a) A Battery Solar Charging System **must** be provided;
- (b) The Battery Solar Charging System **must** be equivalent to NSN 6130-01-487-0035;
- (c) The solar charger panel **must** be roof mounted at the rear on an angle of between 10 and 15 degrees;
- (d) The contractor **must** have the Solar Battery Charging System's location approved by the Technical Authority prior to final installation.

3.17 **Lighting** - The vehicle **must** be equipped with the manufacturer's standard lighting package.

3.17.1 **Amber Coloured Beacon**

- (a) An amber-coloured omni-directional beacon that operates continuously when the vehicle is running **must** be provided;
- (b) The beacon **must** be mounted so as to provide maximum vehicle visibility; and
- (c) The beacon **must** be LED.

3.17.2 **Working Lights** - Front and rear LED working lights **must** be provided.

3.17.3 **Moldboard Lights** - Moldboard LED illumination lights **must** be provided.

3.17.4 **Light Guards** - All lighting **must** be protected by guards or mounted in locations to prevent damage.

3.18 **Hydraulic System** - The hydraulic system **must** be the manufacturer's standard.

3.19 **Lubricants and Hydraulic Fluids**

- (a) Manufacturer's standard synthetic non-proprietary lubricants and hydraulic fluids **must** be provided; and
- (b) Lubrication fittings **must** conform to SAE J534 or an **Equivalent** North American Standard.

3.20 **Automatic Greasing System**

- (a) The vehicle **must** be equipped with an Automatic Greasing System, which automatically provides grease to the majority of the greasing points;

- (b) The system **must** include a telltale light indicating that the system is functioning and a low grease level alarm in the operator's station; and
- (c) The mounting location **must** not impede ingress or egress of the vehicle. The final mounting location and configuration **must** be approved by the Technical Authority prior to vehicle delivery.

3.21 **Paint** - The vehicle **must** be painted using the manufacturer's standard commercial painting system and in the manufacturers standard commercial colours.

3.22 **Identification** - The manufacturer's name, model and vehicle serial number **must** be permanently marked in a conspicuous and protected location.

3.23 **Labels** - All written warning and instruction labels **must** be provided in a bilingual format.

3.24 **Vehicle Delivery Condition**

- (a) If the vehicle requires assembly at destination, the contractor **must** be responsible for all manpower and equipment to perform assembly;
- (b) The space for assembly at destination will be provided, if required;
- (c) For shipment verification, items such as wheel wrenches, jacks, and all other tools, equipment and accessories, which are shipped loose, **must** be listed on the shipping certificate or to an attached packing note;
- (d) Fuel tank(s) **must** be half to three quarters full on delivery; and
- (e) Lubricant viscosity provided **must** be in accordance with the manufacturer's specifications for the destination and the season of delivery.

4. **Integrated Logistic Support**

4.1 **Documentation and Support Items**

4.1.1 **Items Provided to Technical Authority**

(a) **Manuals for Approval**

- i The Contractor **must** supply a set of manuals for each Configuration/model, in digital format, including the operator, parts and maintenance (shop repair) manuals. Manuals may cover more than one (1) Configuration/model;
- ii The set of manuals **must** include manuals for all the specified accessories and features for the Configuration/model. Accessory manuals may be included as supplements to the vehicle manuals;
- iii The operator and maintenance (shop repair) manuals **must** be supplied in a bilingual format as a package;
- iv Digital copies **must** be functional without the requirement for a password, an auto-run installation procedure or an Internet connection;
- v Digital copies **must** be supplied on a CD or DVD;
- vi Digital copies **must** be supplied in a searchable PDF format;

- vii The CD or DVD **must** be permanently and legibly marked with a list of contents;
- viii Manuals will not be returned;
- ix Manual approval or comments will be supplied within 15 working days of receipt; and
- x The Contractor **must** supply responses to the **Technical Authority's** comments.

(b) **Photographs and Line Drawings**

- i The Contractor **must** supply two (2) digital colour photographs, one left-front three-quarter view, and one right-rear three-quarter view of each Configuration/model;
- ii One (1) digital colour photograph of each attachment taken at the three-quarter view that best illustrates the attachment **must** be supplied;
- iii One front-view and one side-view line drawing showing dimensions of the vehicle **must** be supplied. Brochure line drawings are acceptable;
- iv Photographs **must** have a plain background;
- v Photographs **must** be in a JPEG (Joint Photographic Experts Group) format; and
- vi Photographs **must** have a resolution of at least eight (8) Mega pixels.

(c) **Data Summary**

- i The Contractor **must** supply a bilingual data summary for each Configuration/model, with vehicle data (including accessories and features) and a vehicle picture;
- ii The **Technical Authority** will supply a bilingual template of a data summary to the Contractor;
- iii The Contractor **must** supply a digital copy (MS Word) of the completed data summary for approval;
- iv Data summary approval or comments will be supplied within 15 working days of receipt; and
- v The Contractor **must** supply responses to the **Technical Authority's** comments.

(d) **Safety Data Sheets**

- i The Contractor **must** supply a list, in digital format, of all hazardous materials used on the vehicle;
- ii If there are no hazardous materials used, this **must** be stated on the list; and
- iii The Contractor **must** supply safety data sheets for all hazardous materials in the list.

(e) **Warranty Letter**

- i The **Technical Authority** will supply a bilingual warranty letter template to the Contractor;

- ii The Contractor **must** supply a complete description of the warranty with the requested warranty terms and any system or sub system warranty that exceeds the minimum requested;
 - iii The warranty letter **must** include the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada; et
 - iv The Contractor **must** supply the original warranty letter in digital format, for each vehicle delivered, to the **Technical Authority**.
- (f) **Initial Parts Kit List**
- i The Contractor **must** supply a list of parts needed to perform preventive maintenance on one (1) vehicle for a period of one (1) year in accordance with the maintenance manual for each Configuration/model;
 - ii A complete change of all filters and filter elements **must** be included in the list; and
 - iii The list **must** include the following elements: part description; Original Equipment Manufacturer (OEM) Part number; suggested quantity and unit cost.
- (g) **Training Plan(s)** - The Contractor **must** supply a training plan for approval for each of the training courses listed in paragraph 4.2, to the **Technical Authority**.

4.1.2 **Items with Each Vehicle**

- (a) **Operator's Manual** - The Contractor **must** supply an approved bilingual operator's manual in both paper and digital format with each vehicle delivered;
- (b) **Warranty Letter** - The Contractor **must** supply a copy of the warranty letter with each vehicle delivered;
- (c) **Safety Data Sheets**
 - i The Contractor **must** supply a set of safety data sheets; and
 - ii The safety data sheets **must** be the same as those supplied to the **Technical Authority** as per paragraph 4.1.1 (d).
- (d) **Keys** - The Contractor **must** supply two (2) keys in accordance with paragraph 3.6 (a).
- (e) **Initial Parts Kit**
 - i One (1) initial parts kit **must** be supplied; and
 - ii The initial parts kit **must** include a set of parts in the approved initial parts kit list (paragraph 4.1.1 (f)).
- (f) **Paper Maintenance Manual - English**
 - i The Contractor **must** supply the approved maintenance (shop repair) manuals in paper format and in English required for the maintenance and repair of the vehicle, features and accessories; and
 - ii The Contractor may supply this deliverable as a bilingual package.

- (g) **Paper Maintenance Manual - French**
 - i The Contractor **must** supply the approved maintenance (shop repair) manuals in paper format and in French required for the maintenance and repair of the vehicle, features and accessories; and
 - ii The Contractor may supply this deliverable as a bilingual package.
- (h) **Digital Maintenance Manual - English**
 - i The Contractor **must** supply the approved, searchable digital maintenance (shop repair) manuals in English required for maintenance and repair of the vehicle features and accessories; and
 - ii The Contractor may supply this deliverable as a bilingual package.
- (i) **Digital Maintenance Manual - French**
 - i The Contractor **must** supply the approved, searchable digital maintenance (shop repair) manuals in English required for maintenance and repair of the vehicle features and accessories; and
 - ii The Contractor may supply this deliverable as a bilingual package.
- (j) **Paper Parts Manual**
 - i The Contractor **must** supply the approved parts manuals for the vehicle, features and accessories;
 - ii The parts manual **must** be supplied in English; and
 - iii It is desirable to supply the parts manual in French in addition to the English version.
- (k) **Digital Parts Manual** - The Contractor **must** supply the approved, searchable, digital parts manuals required for the vehicle, features and accessories on a CD/DVD-ROM.

4.2 **Training**

- (a) **Training - Familiarization - English**
 - i The Contractor **must** supply a familiarization course in English, at the delivery destination, optimized for operators and technicians who are qualified on the vehicle type but require training on newer or unique features and sub-systems of the delivered model;
 - ii The instructor **must** be an OEM Factory Certified Training Provider;
 - iii **Curriculum**
 1. The familiarization course **must** include operation and maintenance segments;
 2. The operation segment **must** include safety precautions to be observed while operating and servicing the vehicle, vehicle operating characteristics, pre-operating and shutdown procedures and daily/weekly operator servicing procedures;

3. The operation segment **must** include sub-systems including automatic grease system and pre-heaters; and
 4. The maintenance segment **must** include diagnostics, trouble shooting and operation of any special tools and test equipment (if any).
- iv The familiarization course **must** have a minimum duration of eight (8) hours, divided into four (4) hours for operators and four (4) hours for technicians;
 - v The familiarization course **must** accommodate up to eight (8) personnel; four (4) operators and four (4) technicians;
 - vi The date for the familiarization course **must** be arranged with the **Technical Authority**;
 - vii After completion of the familiarization course, the Contractor **must** have the "PROOF OF FAMILIARIZATION" certificate signed by the senior course attendee; and
 - viii The **Technical Authority** will supply the "PROOF OF FAMILIARIZATION" document template in a digital format.
- (b) **Training - Familiarization - French**
- i The Contractor **must** supply a familiarization course in French, at the delivery destination, optimized for operators and technicians who are qualified on the vehicle type but require training on newer or unique features and sub-systems of the delivered model;
 - ii The instructor **must** be an OEM Factory Certified Training Provider;
 - iii **Curriculum**
 1. The familiarization course **must** include operation and maintenance segments;
 2. The operation segment **must** include safety precautions to be observed while operating and servicing the vehicle, vehicle operating characteristics, pre-operating and shutdown procedures and daily/weekly operator servicing procedures;
 3. The operation segment **must** include sub-systems including automatic grease system and pre-heaters; and
 4. The maintenance segment **must** include diagnostics, trouble shooting and operation of any special tools and test equipment (if any).
 - iv The familiarization course **must** have a minimum duration of eight (8) hours, divided into four (4) hours for operators and four (4) hours for technicians;
 - v The familiarization course **must** accommodate up to eight (8) personnel; four (4) operators and four (4) technicians;
 - vi The date for the familiarization course **must** be arranged with the **Technical Authority**;

- vii After completion of the familiarization course, the Contractor *must* have the "**PROOF OF FAMILIARIZATION**" certificate signed by the senior course attendee; and
- viii The *Technical Authority* will supply the "**PROOF OF FAMILIARIZATION**" document template in a digital format.



NOTICE

This documentation has been reviewed by the Technical Authority and does not contain controlled goods.

AVIS

Cette documentation a été révisée par l'Autorité technique et ne contient pas de marchandises contrôlées.

APPENDIX 1

TECHNICAL INFORMATION QUESTIONNAIRE
MOTOR GRADER, ALL-WHEEL DRIVE

This questionnaire covers technical information, which **must** be provided for evaluation of the configuration(s) of the vehicle(s) offered.

Where the specification paragraphs below indicate "Proof of Compliance", the "Proof of Compliance" **must** be provided for each performance requirement/specification.

Bidders should indicate the requested information and indicate the document name/title and page number where the Proof of Compliance can be found.

Definitions for **Equivalent** and **Proof of Compliance** are found in the DEFINITIONS section at the end of this document.

CONTRACTOR INFORMATION

Contractor Name: _____

Address: _____

Proposal Date: _____

Substitutes/Alternatives

Are any equipment substitutes/alternatives offered as **Equivalent**? YES ☐ NO ☐

If yes, please identify all equipment substitutes/alternatives offered as **Equivalents** below:

Revisions		
Rev	Date	Description
A	2016/08/02	Initial Release.

OPI: DSVPM 4 - BPR: DAPVS 4

Issued on Authority of the Chief of the Defence Staff

Publiée avec l'autorisation du chef d'état-major de la Défense



Vehicle Make: _____; Model: _____

1.4 DATA TABLE - Proof of Compliance

CHARACTERISTIC	CLAUSE	VALUE	UNIT	DOCUMENT TITLE	PAGE
ENGINE RATING - FIRST GEAR (AWD)	3.4.1(a)		kW		
CIRCLE CUTTING ANGLE	3.5.1(a)(iii)		Degree		
MOLDBOARD HEIGHT	3.5.1(a)(iv)		mm		
MOLDBOARD LENGTH	3.5.1(a)(vi)		mm		
PLOW WING LENGTH	3.5.2(b)(iv)		mm		
PLOW WING BENCH CUTTING HEIGHT	3.5.2(b)(v)		mm		
SCARIFIER TEETH	3.5.2(c)(ii)		-		
SCARIFIER SWATH	3.5.2(c)(iii)		mm		
ARTICULATION	3.7.1		Degree		

3.4.1 (b) Blade Pull Calculation - Proof of Compliance

Typical Operating Weight on all Tires (Op Wt) = _____ kg.

Information found in document: _____, Page: _____.

Coefficient of Traction = .9

Blade Pull = Op Wt (kg) x .9 x .0098 (kN/kg)

= _____ kg x .9 x .0098 kN/kg

= _____ kN

3.5.2(a) Moldboard Extensions - Proof of Compliance

Make: _____ - Model _____

Length: _____ mm

Document Title: _____ - Page: _____

DEFINITIONS

The following definitions apply to the interpretation of this Technical Information Questionnaire:

- a) "Equivalent" - A standard, means, or component type, which has been accepted by the Technical Authority as meeting the specified requirements for form, fit, function and performance.

- b) "Proof of Compliance" is defined as an unaltered document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software. The document **must** provide detailed information on each performance requirement and/or specification. Where a document submitted as Proof of Compliance does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications **must** be provided. The certificate **must** detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.

ANNEX C

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC)-Labour's website (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/index.shtml).

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

Complete both A and B.

A. Check only one of the following:

- ☐ A1. The Bidder certifies having no work force in Canada.
 - ☐ A2. The Bidder certifies being a public sector employer.
 - ☐ A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
 - ☐ A4. The Bidder certifies having a combined work force in Canada of less than 100 permanent full-time and/or permanent part-time employees.
 - ☐ A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - ☐ A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.
- OR**
- ☐ A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- ☐ B1. The Bidder is not a Joint Venture.
- OR**
- ☐ B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)