



National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Quartier général de la Défense nationale
Ottawa (Ontario)
K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à: Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Title – Titre TRACKED EXCAVATOR	Solicitation No – N° de l'invitation W8476-185741/A
Date of Solicitation – Date de l'invitation 2017-11-27	
Address Enquiries to – Adresser toutes questions à National Defence Headquarters 101 Colonel By Dr Ottawa, Ontario, K1A 0K2 Att: Jean-Damascene Gasake	
DLP 5-3-4-4	
Telephone No. – N° de téléphone 819-939-6022	FAX No – N° de fax
Destination Specified Herein Précisé dans les présentes	

Instructions:

Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions:

Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

Solicitation Closes – L'invitation prend fin

At – à :
14 :00 HRS (EST)

On - le: 2018-01-06

Delivery required - Livraison exigée Specified Herein Précisé dans les présentes	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 SECURITY REQUIREMENT
- 1.2 REQUIREMENT - BID
- 1.3 DEBRIEFINGS
- 1.4 COMPREHENSIVE LAND CLAIMS AGREEMENT(S)
- 1.5 TRADE AGREEMENTS

PART 2 - BIDDER INSTRUCTIONS

- 2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS
 - 2.1.1 SACC MANUAL CLAUSES
- 2.2 SUBMISSION OF BIDS
- 2.3 ENQUIRIES - BID SOLICITATION
- 2.4 APPLICABLE LAWS
- 2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 BID PREPARATION INSTRUCTIONS
 - 3.1.1 SUBSTITUTE AND ALTERNATIVES
 - 3.1.2 ELECTRONIC PAYMENT OF INVOICES – BID
 - 3.1.3 BIDDER'S REPRESENTATIVES
 - 3.1.4 BEST DELIVERY DATE – BID

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1. EVALUATION PROCEDURES
 - 4.1.1 MANDATORY TECHNICAL EVALUATION CRITERIA
 - 4.1.1.1 MANDATORY PROOF OF COMPLIANCE
 - 4.1.2 FINANCIAL EVALUATION CRITERIA
- 4.2 BASIS OF SELECTION

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 SECURITY REQUIREMENTS
- 6.2 REQUIREMENT – CONTRACT
- 6.3 STANDARD CLAUSES AND CONDITIONS
- 6.4 TERM OF CONTRACT
 - 6.4.1 DELIVERY DATE
- 6.5 AUTHORITIES
- 6.6 PAYMENT
- 6.8 CERTIFICATIONS
 - 6.8.1 COMPLIANCE
- 6.9 POST-CONTRACT AWARD MEETING/PRE-PRODUCTION MEETING
- 6.10 INSPECTION AND ACCEPTANCE
- 6.11 PROGRESS REPORTS
- 6.12 TOOLS AND LOOSE EQUIPMENT
- 6.13 MATERIAL
- 6.14 PACKAGING
- 6.15 VEHICLE RECALL NOTICES
- 6.16 APPLICABLE LAWS - CONTRACT

6.17 PRIORITY OF DOCUMENTS

6.18 SACC MANUAL CLAUSES

ANNEX A: PRICING

ANNEX B: PURCHASE DESCRIPTION

ANNEX C: ELECTRONIC PAYMENT OF INVOICES - BID

APPENDIX 1: TECHNICAL INFORMATION QUESTIONNAIRE

PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement associated with this bid solicitation.

1.2 Requirement - Bid

The Department of National Defence has a Requirement to purchase one (1) Tracked Excavator and ancillary Items, including training in accordance with the Purchase description, Tracked Excavator, and as it is detailed under “ **Pricing** in Annex A.

1.3 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 in writing, by telephone or in person.

1.4 Comprehensive Land Claims Agreement(s)

This procurement is subject to the following Comprehensive Land Claims Agreement(s):

- Nunavut Land Claims Agreement

1.5 Trade Agreements

The requirement is subject to the provisions of the:
World Trade Organization Agreement on Government Procurement (WTO-AGP),
North American Free Trade Agreement (NAFTA),
Canada-Chile Free Trade Agreement (CCFTA),
Canadian Free Trade Agreement (CFTA),
Canada-Peru Free Trade Agreement (CPFTA),
Canada-Columbia Free Trade Agreement (CCoIFTA),
Canada-Panama Free Trade Agreement (CPanFTA),
Canada-Honduras Free Trade Agreement (CHFTA),
Canada-Korea Free Trade Agreement (CKFTA), and
Canada-European Union Comprehensive Economic and Trade Agreement (CETA).”

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 (Palina Balitskaia).

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 (2017-04-27) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20 (2), Further Information is deleted in its entirety.
- c) Section 05, Submission of Bids: Subsection 3 is deleted.
- (d) **Delete:** Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation
- (e) **Insert:** Bids will remain open for acceptance for a period of not less than ninety (90) calendar days from the closing date of the bid solicitation

2.1.1 SACC Manual Clauses

SACC Reference	Section	Effective
B1000T	Conditions of Material	2014-06-26

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PSPC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation. Email proposal not accepted;

2.3 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

2.5 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications, Statement of Work or Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favor 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

3.1 Bid Preparation Instructions

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

First page of the Request for Proposal signed by the Bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (2 hard copies)

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 fiber 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 must complete and submit with their bid the following;

- Appendix "1" - Technical Information Questionnaire - TRACKED EXCAVATOR.

3.1.1 Substitute and Alternatives

- A. Bidders may propose substitutes and alternatives where **equivalent** is indicated in the technical requirement description (Purchase Description/Statement of Requirement/Statement of Work). Offerors / suppliers are encouraged to offer or suggest green solutions whenever possible.
- B. Substitutes and alternatives that are equivalent in form, fit, function and performance will be considered for acceptance by the Technical Authority where the Bidder:
 - (a) Clearly identifies a substitute and/or an alternative;
 - (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
 - (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
 - (d) Provides complete specifications and brochures, where applicable;
 - (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
 - (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.
- C. Substitutes and alternatives offered as equivalent in form, fit, function and performance will not be considered for acceptance by the Technical Authority if:
 - (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or
 - (b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment specified in "**Pricing**" in Annex A.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex C - Electronic Payment Instruments, to identify which ones are accepted.

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

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

3.1.3 Bidder's Representatives

Canada requests that Bidders provide information for the contact person responsible for:

General enquiries

Name:

Telephone No:

Facsimile No:

E-mail address:

Delivery follow-up

Name:

Telephone No:

Facsimile No:

E-mail address:

Section IV Additional Information

3.1.4 Best Delivery Date – Bid

Canada requests that bidders submit the following information. While delivery of the item(s) is requested by **May 1, 2018**, the best delivery that can be offered is as follows:

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 Mandatory Technical Evaluation Criteria

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

4.1.1.1 Mandatory Proof of Compliance

Bidders must submit, with their bid, all proof of compliance required in the Annex B-Purchase Description and the Appendix 1 - Technical Information Questionnaire.

4.1.2 Financial Evaluation Criteria

The price of the bid must be in Canadian dollars, Incoterms 2010 Delivered Duty Paid (DDP) at destination, specified in Annex A Pricing, Canadian custom duties and excise taxes included, Applicable Taxes excluded.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the ***lowest evaluated 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 otherwise specified, 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.

Bidder's 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

There is no security requirement applicable to this Contract.

6.2 Requirement – Contract

The Contractor must deliver Qty 1, Tracked Excavator as described in in Annex A "Pricing".

6.2.1 SACC Manual

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (PSPC).

6.3.1 General Conditions

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

Section 01 (2016-04-04) Interpretation

Delete: "Canada", "Crown", "Her Majesty" or "the Government"

means Her Majesty the Queen in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister;

Insert: "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

6.4 Term of Contract

6.4.1 Delivery Date

The Contractor must deliver Item 001 Tracked Excavator on or before *(To be inserted at Contract Award)*. All other deliverables must be received as specified in Annex B: Purchase Description.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jean-Damascene Gasake
Title: DLP 5-3-4-4
Organization: Department of National Defence
101 Colonel By DR
Ottawa, Ontario, K1A 0K2
Téléphone : 819-939-6022
Courriel : jean.gasake@forces.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:

Name: *(To be inserted at Contract Award)*. Title:
Organization
Address:
Telephone:
E-mail:

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

6.5.3 Contractor's Representative

Name and telephone number of the person responsible for: *(To be inserted by the bidder)*

General Enquiries

Name: *(To be inserted at Contract Award).*

Delivery Follow-up

Telephone No.: _____

E-mail address: _____

6.6 Payment

The Contractor must deliver the vehicle/equipment including the sample manuals, CD of all approved manuals, data summary, photographs, warranty letter(s), preventative maintenance replacement parts kit list, line setting ticket, special tools list and familiarization training in accordance with the attached Annex "B" - Purchase Description – **TRACKED EXCAVATOR**.

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 inspection authority or consignee personnel at the final delivery location.

The fuel tanks must be at least half full prior to release of the vehicle to inspection authority or consignee.

The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointment(s), at least 4 days prior to the expected delivery date, by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.

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

All deliveries must be Incoterms 2010 Delivered Duty Paid (DDP) at destination, specified in Annex A. Canadian custom duties and excise taxes must be included, Applicable Taxes excluded.

6.6.1 Basis of Payment – Firm Unit Price

In consideration of the contractor satisfactorily completing all of obligations under the contract, the Contractor will be paid the firm price specified in Annex A, for a cost of \$_____ *(To be inserted at Contract Award)*. Customs duties are included 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.

6.6.2 Holdback

A ten percent (10%) holdback will apply on the total price of each vehicle (Item 001). on any due payment of the said vehicle/equipment. Release of the holdback (10%) is conditional upon receipt and certified acceptance by inspection authority of the said vehicle and all ancillary items as identified in Annex "A" and Annex "B".

Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Taxes payable as it was claimed and payable under the previous invoice.

- (a) The original and one (1) copy of the invoice for the holdback must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.6.3 Limitation of expenditure

H1000C	Single Payments	2008-05-12
--------	-----------------	------------

6.7 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. The contractor is requested to provide invoices in electronic format to the Contracting Authority unless otherwise specified by the Contracting Authority, thereby reducing printed material.
3. Invoices must be distributed as follows:
 - a) The original and one (1) copy must be forwarded to the consignee for acceptance and payment.
 - b) One (1) copy must be forwarded or e-mailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications

6.8.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, 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.

6.9 Post-Contract Award Meeting/Pre-Production 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 and the Department of National Defence.

6.10 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.

6.11 Progress Reports

The Contractor must submit monthly reports, in electronic format, on the progress of the Work, to both the Technical Authority and the Contracting Authority.

Each progress report must address the following questions:

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

6.12 Tools and Loose Equipment

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

6.13 Material

Material supplied must be new unused and of current production by manufacturer.

6.14 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.

6.15 Vehicle Recall Notices

All vehicle recall notices must be forwarded to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2

Attention: *(To be inserted by the contracting Authority at contract award)*

6.16 Applicable Laws - Contract

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in __(To be inserted at Contract Award)__,.

6.17 Priority of Documents

If there is a discrepancy between the wordings of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the Articles of Agreement;
- b) 2010A (2016-04-04) General Conditions-Goods (Medium Complexity);
- c) Annex A -Pricing;
- d) Annex B -Purchase Description –Tracked Excavator;
- e) The Contractor's bid dated _____ *(To be inserted at Contract Award)*, as amended on _____ *(To be inserted at Contract Award)*.

6.18 SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Vehicle Safety	2011-05-16
G1005C	Insurance – No Specific Requirement	2016-01-28

QUALITY ASSURANCE AUTHORITY

D5510C	Quality Assurance Authority (DND) - Canadian-based
--------	--

Contractor		2014-06-26
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D6010C	Palletization	2007-11-30
D2025C	Wood Packaging Materials	2013-11-06

ANNEX A: Pricing

Item	GSIN Code	Description	Quality Assurance Code (QAC)	Destination address	Invoice Address	Delivery Date	QTY	Unit of Issue	FIRM UNIT PRICE: Taxes Extra	EXTENDED PRICE: Taxes Extra
001	N3805	Tracked Excavator As per Annex B Purchase Descriptions	C	950 Gerard-Cadieux Blvd Port of Valleyfield Salaberry-De-Valleyfield Québec, J6T 6L4	As per section 6.7		EA	1		
Subtotal										
\$0.00										
GST/HST										\$0.00
Total (GST/HST Included)										\$0.00