



National Defence

National Defence Headquarters
Ottawa, Ontario
K1A 0K

Défense nationale

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).

**Solicitation Closes –
L’invitation prend fin**

At – à :14 :00 EDT

On - le : 30 May 2018

Title/Titre Melting Kettle Trailer/ Remorque Chaudiere de Fonte de Produit d’Etancheite	Solicitation No – N° de l’invitation W8476-195926/A
Date of Solicitation – Date de l’invitation 15/05/2018	
Address Enquiries to – Adresser toutes questions à Darlene Miller Darlene.miller@forces.gc.ca	
Telephone No. – N° de téléphone 819-936-9575	FAX No – N° de fax 819-994-7659
Destination See Herein Ci-Joint	

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.

Delivery required - Livraison exigée	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 _____

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PART 1 - GENERAL INFORMATION

1.1 Security Requirement

There is no security requirement applicable to this contract.

1.2 Requirement

Canada is seeking proposals to procure:

Quantity one (1) Sealant Melting Kettle Trailer and ancillary items as described in Annex "A" - Pricing and in accordance with Annex "B"- Purchase Description "Sealant Melting Kettle Trailer".

An option is included to purchase one (1) Sealant Melting Kettle Trailer and ancillary items and it is to be exercised within twelve (12) months from the effective date of the contract.

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 (CA) within 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 Trade Agreements

The requirement is subject to the provisions of the Canada Free Trade Agreement (CFTA).

1.5 Canadian Content

The requirement is solely limited to Canadian goods and/or services.

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 Services and Procurement Canada (PSPC).

Bidders who submit bids 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 modification:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 5.4 of 2003, Standard Instructions – Goods and Services – Competitive Requirements is amended as follows:

Delete: 60 days

Insert: 90 days

2.1.1 Applicable SACC Clauses

2.2 Submission of Bids

Bids must be submitted only to PSPC Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile to PSPC will not be accepted.

2.2.1 Improvement of Requirement during Solicitation Period

Should bidders consider that the Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the CA no later than 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.

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 and 1 soft copy in searchable PDF format on CD or DVD)

Section II: Financial Bid (1 hard copy and 1 soft copy in searchable PDF format on CD or DVD)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copies and 1 soft copy on CD or DVD)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft 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>). To assist Canada in reaching its objectives, Bidders should:

- a) 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
- b) 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 requirement.

Bidders should complete and submit with their bid the following:

Appendix "1" of Annex "B" - Technical Information Questionnaire for Melting Kettle Trailer and all related proof of compliance.

3.2 Substitutes and Alternatives

3.2.1 Substitutes and alternatives that are equivalent in form, fit, function and performance will be considered for acceptance by the Technical Authority (TA) 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 proof of compliance that support the substitute and/or the alternative compliance with the technical requirements.

3.2.2 Substitutes and alternatives offered as equivalent in form, fit, function and performance will not be considered for acceptance by the TA 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 in Part 6 and Annex "A". The total amount of Applicable Taxes must be shown separately.

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

Sections III: Certifications

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

Section IV: Additional Information

3.3 Delivery

Canada requests that bidders submit the following information:

3.3.1 Firm Quantity

For Item 001 –Qty 1, Trailer – Sealant Melting Kettle and related items must be delivered within 120 calendar days from the effective date of the contract. The offerors best delivery time is: _____ (insert date).

For Item 002 –Qty 1, Familiarization Training and related items must be delivered within 30 calendar days following delivery of item 001. The offerors best delivery time is: _____ (insert date).

3.4 Manufacturer's Warranty Standard Period

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

3.5 Extended Warranty Period

Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the minimum warranty period of *twelve* (12) months.

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.

3.6 Supplier Contacts

The Bidder must provide the 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: _____

3.7 After Sales Service

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 equipment offered. The Bidder must show the distance between the delivery location and the authorized dealer and/or agent, which should not be more than 100 kilometers.

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

Name: _____

Address: _____

Telephone number: _____

3.8 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.

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

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 Trailer and the Appendix 1 - Technical Information Questionnaire.

4.1.1.2 Substitutes and/or Alternatives

Bidders proposing substitutes and/or alternatives must submit, with their bid all the information requested as detailed in Part 3, section 2 - Substitutes and Alternatives to be considered for evaluation.

4.1.2 Financial Evaluation

4.1.2.1 Bidders must provide, with their bid, the financial information requested in the bid solicitation and at Annex "A" - Pricing.

4.1.2.2 The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for the firm quantity for **item 001, 002** and optional quantity **item 003, 004, 005 and 006**. Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

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 on an aggregate basis 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 CA 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 CA will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

Bidders must submit duly completed certifications, per Annex "B", as part of their bid.

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 CA 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 Canadian Content Certification

SACC Manual clause [A3050T](#) 2014-11-27 Canadian Content Definition

5.2.2 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.

5.2.3 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 website <https://www.canada.ca/en/employment-social-development/programs/employment-equity.html>).

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.

5.2.4 Product Conformance

The Bidder is requested to provide the following certification:

I certify that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of the purchase description(s).

Bidder's authorized representative signature

Date

This certification does not relieve the bidder from meeting all mandatory technical evaluation criteria in PART 4.

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

The Contractor must provide the items as described in Annex "A" - Pricing and in accordance with Annex "B"- Purchase Description - Trailer, Sealant Melting Kettle, *2016-10-11*.

An option is included to purchase one (1) Sealant Melting Kettle Trailer and ancillary items and it is to be exercised within *twelve* (12) months from the effective date of the contract.

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 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, with the following modifications:

a. Definition of Minister is modified as follows:

"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.

b. 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.

All other provisions of the warranty section remain in effect.

6.4 Term of Contract

6.4.1 Delivery Date

Delivery date of the vehicle must be made as follows:

Item 001 – Qty 1, Sealant Melting Kettle Trailer and related items must be delivered within 120 days from contract award (*Date to be inserted by Contracting Authority at time of contract award*).

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery point(s) specified at Annex "A" of the Contract.

6.5 Authorities

6.5.1 Contracting Authority (CA)

The CA for the Contract is:

Name: ***Darlene Miller***

Title: ***DLP 5-3-4***

Department of National Defence (DND)

Address: 101 Colonel By Drive
Ottawa ON
K1A 0K2

Telephone: **819-939-9575**

E-mail: **darlene.miller@forces.gc.ca**

The CA is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the CA. 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 CA.

6.5.2 Technical Authority (TA)

The TA for the Contract is:

Name: _____ **(To be inserted by CA)**

Title: _____ **(To be inserted by CA)**

Department of National Defence (DND)

Address: 101 Colonel By Drive

Ottawa ON

K1A 0K2

Telephone: _____ **(To be inserted by CA)**

E-mail: _____ **(To be inserted by CA)**

The TA is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the TA; however the TA 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 CA.

6.5.3 Contractor's Representative

Name and telephone number of the person responsible for:

General enquiries **(To be inserted by CA)**

Name: _____

Title: _____

Telephone No: _____

Facsimile No: _____

E-mail: _____

Delivery follow-up *(inserted by Contracting Authority at time of contract award)*

Name: _____

Title: _____

Telephone No: _____

Facsimile No: _____

E-mail: _____

6.5.4 After Sales Service

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 equipment offered:

(to be inserted by CA)

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 unit prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

6.6.1.2 Basis of Payment (BOP) Type 2

Firm unit 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, Delivery 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.njc-cnm.gc.ca/directive/index.php?sid=90&hl=1&lang=eng) (<http://www.njc-cnm.gc.ca/directive/index.php?sid=90&hl=1&lang=eng>), and with the other provisions of the directive referring to "travelers", 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 Limitation of Price

SACC Manual clause C6000C Limitation of Price 2011-05-06

6.6.3 Method of Payment

SACC Manual clause H1001C Multiple Payments 2008-05-12

6.6.4 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

6.7 Invoicing

6.7.1 Invoicing Instructions

6.7.1.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions including the Client Ref # BT736_W8476-195926. Invoices cannot be submitted until all work identified in the invoice is completed. Contractors are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority, thereby reducing printed material.

6.7.1.2 Each invoice must be supported by a copy of the release document and any other documents as specified in the Contract;

6.7.1.3 Invoices must be distributed as follows:

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

National Defence Headquarters
MGen George R. Pearkes Bldg.
101 Colonel By Drive
Ottawa ON
Canada
K1A 0K2

Attention: DLP 5-3-4

6.7.2 Holdback

6.7.2.1 A ten percent (10%) holdback will apply on the total unit price of item 001 and optional qty item 003– Sealant Melting Kettle Trailer of 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 related items as identified in Annex “A” - Pricing.

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 Procurement 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.

6.8 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.

6.8.2 SACC Manual Clauses

The following clauses apply to this contract:

SACC ID	Clause Name	Effective Date
A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Vehicle Safety	2011-05-16
A9062C	Canadian Forces Site Regulations	2011-05-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2014-11-27

D3010C	Delivery of Dangerous Goods/Hazardous Products	2014-06-26
D5545C	ISO 9001:2000 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance – No Specific Requirement	2016-01-28

6.9 Applicable Laws

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

6.10 Priority of Documents

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

- (a) Articles of the Agreement;
- (b) 2010 A General conditions – Goods (Medium Complexity) 2016-04-04;
- (c) Annex A, Pricing;
- (d) Annex B, Requirements;
- (e) Appendix 1 – Technical Information Questionnaire; and,
- (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)*)

6.11 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 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.

6.12 Preparation for Delivery

6.12.1 The 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.

6.13 Shipping Instructions- Delivery at Destination

6.13.1 The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (in accordance with Annex "A" - Pricing). 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.

6.13.2 The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the contacts specified in Annex "A"- Pricing. The consignee may refuse shipments when prior arrangements have not been made. Any attempt by the carrier to deliver the vehicles without any appointment may be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and to accept the delivery. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable, to pay for any additional costs.

6.14 Delivery and Unloading

Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.

6.15 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, the Department of National Defence and Public Works and Government Services Canada.

6.16 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.

6.17 Design Changes

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

6.18 Service at Delivery

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

ANNEX A - PRICING

Firm Items

Note: the logistical support items must reflect what is asked for in the Requisition/Purchase Description ref.: section 4.1.1

The Contractor must deliver the equipment and ancillary items including the Manuals for Approval, Data Summary, Safety Data Sheets, Warranty letter(s), Photographs and Line Drawings in accordance with the attached Annex B - Purchase Description Sealant Melting Kettle Trailer, dated 14 November 2016.

Item // Article	Basis of Payment	DESCRIPTION // Description	Unit of Issue // Unité de distribution	Quantity Quantité	Destination address / Adresse de la destination	MFG Make and model / Modele et fabricant	Quality Assurance Code (QAC) // Assurance de la qualité (CDQ)	FIRM UNIT PRICE: Taxes Extra // PRIX UNTIAIRE FERME: Taxes en sus	EXTENDED PRICE: Taxes Extra // PRIX TOTAL ETENDU: Taxes en sus
001	Type 1	Sealant Melting Kettle Trailer	EA	1	CFB Greenwood Major Equipment Section 165 Crescent, Greenwood, NS B0P 1N0 Canada		C		
002	Type 1	FAMILIARIZATION TRAINING FOR ITEM 001	EA	1	CFB Greenwood Major Equipment Section 165 Crescent, Greenwood, NS B0P 1N0 Canada	N/A	C		

Optional items

If this option is exercised, the Contractor must deliver one (1) Sealant Melting Kettle Trailer and ancillary items including the sample manuals approved manuals, data summary, photographs, warranty letter(s), preventative maintenance replacement parts kit list, line setting ticket and special tools list in accordance with the attached Annex B - Purchase Description Sealant Melting Kettle Trailer, dated 14 November 2016. The Contracting Authority may exercise an option at any time before the expiry of the Contract through a contract amendment.

Item // Article	DESCRIPTION // Description	Unit of Issue // Unité de distribution	Quantity Quantité	Destination address / Adresse de la destination	Quality Assurance Code (QAC) // Assurance de la qualité (CDQ)	FIRM UNIT PRICE: Taxes Extra // PRIX UNITAIRE FERME: Taxes en sus	EXTENDED PRICE: Taxes Extra // PRIX TOTAL ETENDU: Taxes en sus
003	Sealant Melting Kettle Trailer	EA	1	Contractor`s Canadian Facility or Contractor`s distribution point	C		
004	TRANSPORTATION COST	EA	1	Contractor Facility	C		
005	FAMILIARIZATION TRAINING ENGLISH	EA	1	Contractor Facility	C		
006	FAMILIARIZATION TRAINING FRENCH	EA	1	Contractor Facility	C		

Item // Article	DESCRIPTION // Description	Unit of Issue // Unité de distribution	Quantity Quantité	Destination address / Adresse de la destination	Quality Assurance Code (QAC) // Assurance de la qualité (CDQ)	FIRM UNIT PRICE: Taxes Extra // PRIX UNITAIRE FERME: Taxes en sus	EXTENDED PRICE: Taxes Extra // PRIX TOTAL ETENDU: Taxes en sus
007	TRAVEL & LIVING EXPENSES	EA	1	To be inserted by DND if an option is exercised	C		
008	EXTENDED WARRANTY	EA	1	To be inserted by DND if an option is exercised			

Item 004 Transportation Cost (Optional Quantity One)

If an option is exercised in accordance with Item 003 above, the Contractor must deliver the equipment and ancillary items to:

Address *(to be advised by Contracting Authority)*

Delivery Contact: *(to be advised by Contracting Authority)*

Date of delivery: *(to be advised by Contracting Authority)*

Negotiated price (to be negotiated if an option is exercised) of \$ _____ for Transportation Cost, Delivered Duty Paid, in accordance with clause 6.6.1.1 Basis of Payment Type 3.

Item 005 Familiarization Training – English (Option Quantity One)

The Contractor must deliver Familiarization Training in accordance with Para 4.2 of the attached Annex B - Purchase Description Sealant Melting Kettle Trailer, dated 14 November 2016.

The Familiarization Training must be delivered to:

Address *(to be advised by Contracting Authority)*

Delivery Contact: *(to be advised by Contracting Authority)*

Date of delivery: *(to be advised by Contracting Authority)*

Firm Price (if an option is exercised) of \$ _____, in accordance with clause 6.6.1.1 Basis of Payment Type 4.

Item 006 Familiarization Training – French (Option Quantity One)

The Contractor must deliver Familiarization Training in accordance with Para 4.2 of the attached Annex B - Purchase Description Sealant Melting Kettle Trailer, dated 14 November 2016.

The Familiarization Training must be delivered to:

Address *(to be advised by Contracting Authority)*

Delivery Contact: *(to be advised by Contracting Authority)*

Date of delivery: *(to be advised by Contracting Authority)*

Firm Price (if an option is exercised) of \$ _____, in accordance with clause 6.6.1.1 Basis of Payment Type 4.

Item 007 Travel & Living Expenses – National Joint Council Directive for Familiarization

The Contractor must deliver Familiarization Training (Per Item 005 or 006 above) at an Estimated Cost (if an option is exercised) of \$ _____, in accordance with Part 6, Basis of Payment Type 4.

Item 008 Extended Warranty Period

The option period is to be 12 months beyond the initial warranty period.

The option quantity is currently unfunded, to be exercised at the sole discretion of the crown.

ANNEX B –PURCHASE DESCRIPTION

See attached document.

APPENDIX 1 OF ANNEX B – TECHICAL INFOMATION QUESTIONNAIRE

See attached document.

ANNEX C TO PART 3 OF THE - BID SOLICITATION

ELECTRONIC PAYMENT INSTRUMENTS

(Insert if applicable)

The Bidder accepts any of the following Electronic Payment Instrument(s):

- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);