



National Defence

Défense nationale

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 Rough Terrain, Diesel Engine Driven, 3-Wheel, Trailer-tail Transported Forklift Trucks	Solicitation No – N° de l'invitation W8476-185871/A
Date of Solicitation – Date de l'invitation 2018-06-15	
Address Enquiries to – Adresser toutes questions à Kaman Law	
Telephone No. – N° de téléphone 819-939-6321	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 (EDT)

On - le :
2018-07-25

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 _____

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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Requirement

Canada is seeking proposals to procure:

- 1.2.1 One (1) Rough Terrain, Diesel Engine Driven, 3-Wheel, Trailer-Tail Transported Forklift Truck and ancillary items as described in [Annex "A" – Pricing](#) and in accordance with [Annex "B" – Purchase Description](#).
- 1.2.2 The requirement includes the irrevocable option to purchase up to one (1) Rough Terrain, Diesel Engine Driven, 3-Wheel, Trailer-Tail Transported Forklift Truck and ancillary items as described in [Annex "A" – Pricing](#) and in accordance with [Annex "B" – Purchase Description](#).
 - 1.2.2.1 The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
 - 1.2.2.2 The option may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in [Annex "A" – Pricing](#).
 - 1.2.2.3 The option may be exercised within twelve (12) months after contract award.

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 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 following Trade Agreements:

- Canadian Free Trade Agreement (CFTA);
- North American Free Trade Agreement (NAFTA);
- Canada-Chile Free Trade Agreement (CCFTA);
- Canada-Colombia Free Trade Agreement;
- Canada-Honduras Free Trade Agreement;
- Canada-Korea Free Trade Agreement (CKFTA);
- Canada-Panama Free Trade Agreement; and
- Canada-Peru Free Trade Agreement (CPFTA).

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) (<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 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 08, Transmission by facsimile, is deleted in its entirety.
- (c) Section 20, Further Information, is deleted in its entirety.
- (d) Subsection 5.4 of 2003, Standard Instructions - Goods or Services – Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

Due to the nature of the bid solicitation, bids transmitted by facsimile 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 seven (7) 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 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.

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 (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.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<http://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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 must 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 [Annex "C" – Technical Information Questionnaire](#).

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 where the Bidder:

- (a) Clearly identifies a substitute and/or an alternative;
- (b) Designates the brand name, model/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 Technical Authority if:

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

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" – Pricing](#) and submit it with their bid.

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:

3.3 Best Delivery Date - Bid

3.3.1 Firm Quantity

While delivery of the vehicle/equipment is requested by December 31, 2018, the best delivery that can be offered is as follows:

Item 001 – one (1), Rough Terrain, Diesel Engine Drive, 3-Wheel, Trailer-Tail Transported Forklift Truck and ancillary items will be delivered within _____ weeks / calendar days from the effective date of the contract.

3.3.2 Option Quantity

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

Item 1001 – up to one (1) Rough Terrain, Diesel Engine Drive, 3-Wheel, Trailer-Tail Transported Forklift Truck and ancillary items will be delivered within _____ weeks/calendar days.

3.4 Contractor's Representative

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: _____

3.5 After Sales Service

Canada requests that the Bidder provide the names, addresses and telephone numbers of their authorized dealer and/or agent 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 150 kilometres.

Item 001 – Distance between the delivery location and the dealer and/or agent: _____ km

Name: _____

Address: _____

Telephone No.: _____

3.6 Manufacturer's Warranty Standard Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period of the vehicle/equipment and its component that exceeds the minimum warranty period of twelve (12) months.

Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

3.7 Electronic Payment of Invoices – Bid

If the Bidder is willing to accept payment of invoices by Electronic Payment Instruments, complete [Annex "D" – Electronic Payment Instruments](#), to identify which ones are accepted.

If [Annex "D" – 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.

3.8 Exchange Rate Fluctuation Risk Mitigation

The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

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 Technical Evaluation Criteria

- (a) Bidders must demonstrate their compliance with all technical evaluation criteria detailed in [Annex "C" – Technical Information Questionnaire](#), by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.
- (b) Bidders proposing substitutes and/or alternatives must submit, with their bid, all the information detailed in [Section 3.2 – Substitutes and Alternatives](#) to be considered for evaluation.

4.1.2 Mandatory Financial Evaluation

4.1.2.1 Bidders must provide, with their bid, all financial information requested in the bid solicitation and at [Annex "A" – Pricing](#) for items 001, 002, 003, 1001, 1003, 1004, 1005, and 1006.

4.1.2.2 Item 001, 002 and 003– The prices of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) at destination, Incoterms 2000, Canadian customs duties and excise taxes included where applicable, and Applicable Taxes are extra.

4.1.2.3 Item 1001, 1003, 1004, 1005, and 1006 – The prices of the bid will be evaluated in Canadian dollars, FCA Free Carrier at Contractor's Canadian facility or the Contractor's Canadian Distribution Point, Incoterms 2000, Canadian customs duties and excise taxes included where applicable, and Applicable Taxes are excluded.

4.1.3 Evaluated Aggregate Price

Bids will be evaluated on an aggregate price basis for the requirements. The firm lot prices for items 001, 002, 003, 1001, 1003, 1004, 1005, and 1006 will be multiplied by their identified quantities to obtain the evaluated prices. The sum of the evaluated prices will determine the evaluated aggregate price.

4.1.4 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. 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 Certifications 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), 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 section titled "Information to be provided when bidding, contracting, or entering into a real procurement agreement" of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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](https://www.canada.ca/en/employment-social-development/canada/esdc/labour/development/canada/esdc/labour/development/programs/employment-equity/federal-contractor-program.html) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.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.

5.2.3 Product Conformance Certification

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 purchase description as detailed in [Annex "B" – Purchase Description](#).

This certification does not relieve the bidder from meeting all mandatory technical evaluation criteria in [Part 4](#).

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 the Contract.

6.2 Requirement

6.2.1 The Contractor must deliver quantity one (1) Rough Terrain, Diesel Engine Driven, 3-Wheel, Trailer-Tail Transported Forklift Truck and ancillary items as described in [Annex "A" – Pricing](#) and in accordance with [Annex "B" – Purchase Description](#).

6.2.2 The Contractor grants to Canada the irrevocable option to purchase up to quantity one (1) Rough Terrain, Diesel Engine Driven, 3-Wheel, Trailer-Tail Transported Forklift Truck and ancillary items as described in [Annex "A" – Pricing](#) and in accordance with [Annex "B" – Purchase Description](#).

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

6.2.2.2 The option may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in [Annex "A" – Pricing](#).

6.2.2.3 The option may be exercised within twelve (12) months after contract award.

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:

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 – quantity one (1) of Rough Terrain, Diesel Engine Driven, 3-Wheel, Trailer-Tail Transported Forklift Truck and ancillary items must be delivered on or before _____ ***(to be inserted at contract award)***.

Option Quantity

Item 1001 – if the option is exercised within twelve (12) months after contract award, up to quantity one (1) of Rough Terrain, Diesel Engine Driven, 3-Wheel, Trailer-Tail Transported Forklift Truck and ancillary items must be delivered within _____ ***(to be inserted at contract award)*** weeks/calendar days after an option is exercised.

6.4.2 Delivery Points

Goods must be consigned and delivered to the destination specified at [Annex “A” – Pricing](#) of the contract:

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Kaman Law
Title: DLP 5-3-4-5
Organization: Department of National Defence
Directorate of Land Procurement

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

Telephone: (819) 939-6321
E-mail: Kaman.Law@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:

(to be inserted at contract award)

Name:
Title:
Organization: Department of National Defence

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

Telephone:
E-mail:

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.

6.5.3 Contractor's Representative

General enquiries

(to be inserted at contract award)

Name:
Telephone No.:
E-mail address:

Delivery follow-up
(to be inserted at contract award)

Name:
Telephone No.:
E-mail address:

6.5.4 After Sales Services

The following authorized dealer and/or agent is authorized to provide after sales service, maintenance and warranty repairs; and a full range of repair parts for the vehicle/equipment offered:

Item 001 - Distance between the delivery location and the dealer and/or agent: **(to be inserted at contract award)** km

Name:
Address:
Telephone Number:

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 a firm price as 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 (DDP) at destination, Incoterms 2000, including Canadian Customs Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

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

6.6.1.2 Basis of Payment (BOP) Type 2

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

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

6.6.1.3 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 \(http://www.njc-cnm.gc.ca/directive/d10/v238/en\)](http://www.njc-cnm.gc.ca/directive/d10/v238/en), 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 Limitation of Price

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.

6.6.3 Multiple Payments

Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:

- (a) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- (b) all such documents have been verified by Canada;
- (c) the Work delivered has been accepted by Canada.

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

- (a) The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions including the Client Ref # BT869.
- (b) Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.
- (c) Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority, thereby reducing printed material.
- (d) Each invoice must be supported by a copy of the invoices, receipts, vouchers for all direct expenses, all travel and living expenses, release document and any other documents as specified in the Contract.
- (e) Invoices must be distributed as follows:

The original must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract for certification and payment.

6.7.2 Holdback

A ten percent (10%) holdback will apply on any due payment of items 001 and 1001. Release of the holdback (10%) is conditional upon delivery, inspection and certified acceptance by inspection authority of the said vehicle/equipment and all deliverables as identified in Part 4 of [Annex "B" – Purchase Description](#).

The 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.

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 Holdback in accordance with "Invoicing Instructions" found in this 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 Reference	Title	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
D2025C	Wood Packaging Materials	2017-08-17
D3010C	Delivery of Dangerous Goods / Hazardous Products	2016-01-28
D5545C	ISO 9001:2008 – 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) the Articles of Agreement;
- (b) 2010A general conditions – Goods (Medium Complexity) 2016-04-04 ;
- (c) Annex “A” – Pricing;
- (d) Annex “B” – Purchase Description; and
- (e) The Contractor's bid dated _____.

6.11 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.

6.12 Preparation for Delivery

The vehicle/equipment must be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to the inspection authority or consignee at the final delivery location.

6.13 Shipping Instructions - Delivery at Destination

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.

The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the contacts identified in [Annex "A" - Pricing](#). The consignee may refuse shipments when prior arrangements have not been made.

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

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 Contracting Authority's 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.

6.16 Progress Meetings

Progress meetings, chaired by the Contracting Authority, will take place at the Contractor's facility as and when required, generally once a month. Interim meetings may also be scheduled. Contractor's attendees at these meetings will, as a minimum, be its Contract (Project) Manager, Production Manager (Superintendent) and Quality Assurance Manager. Progress meetings will generally incorporate technical meetings to be chaired by the Technical Authority. Progress meetings and interim meetings must be at no additional cost to Canada.

6.17 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.

The progress report must provide information on the work and 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.

6.18 Tools and Loose Equipment

For shipment verification, all items and tools, which are shipped loose with the vehicle/equipment must be listed on the Inspection Certificate (CF1280) or on an attached packing note.

6.19 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.

6.20 Assembly/Preparation at Delivery

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

6.21 Interchangeability

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

ANNEX "A" – PRICING

FIRM QUANTITY

The Contractor must deliver the vehicle/equipment including the sample manuals, approved manuals, data summary, photographs and line drawings, safety data sheets, warranty letters, initial parts kits, training plans and training in accordance with the attached [Annex "B" – Purchase Description](#).

Item	Description	Unit	Qty	Destination Address	Invoice Address	Quality Assurance Code	BOP Type	FIRM UNIT PRICE: Taxes extra	TOTAL PRICE: Taxes Included
001	Rough Terrain, Diesel Engine Driven, 3-Wheel, Trailer-Tail Transported Forklift Trucks Manufacturer: _____ Model: _____	EA	1	CFB Trenton ON 8 Wing Supply Trenton 46 Portage Drive, Building 162 Trenton ON K0K 3W0	National Defence Headquarters MGen George R. Pearkes Bldg. 101 Colonel By Drive Ottawa ON K1A 0K2 Attention: DLP 5-3-4-5	Q	Type 1		
002	Familiarization Training English	EA	1	CFB Trenton ON 8 Wing Supply Trenton 46 Portage Drive, Building 162 Trenton ON K0K 3W0	National Defence Headquarters MGen George R. Pearkes Bldg. 101 Colonel By Drive Ottawa ON K1A 0K2 Attention: DLP 5-3-4-5	N/A	Type 1		
003	Troubleshooting Training English	EA	1	CFB Trenton ON 8 Wing Supply Trenton 46 Portage Drive, Building 162 Trenton ON K0K 3W0	National Defence Headquarters MGen George R. Pearkes Bldg. 101 Colonel By Drive Ottawa ON K1A 0K2 Attention: DLP 5-3-4-5	N/A	Type 1		

OPTION QUANTITY

If an option is exercised, the Contractor must deliver the vehicle/equipment including sample manuals, approved manuals, data summary, photographs and line drawings, safety data sheets, warranty letters, initial parts kits, training plans and training in accordance with the attached [Annex "B" – Purchase Description](#).

Item	Description	Unit	Qty	Destination Address	Invoice Address	Quality Assurance Code	BOP Type	FIRM UNIT PRICE: Taxes extra	TOTAL PRICE: Taxes Included
1001	Rough Terrain, Diesel Engine Driven, 3-Wheel, Trailer-Tail Transported Forklift Trucks Manufacturer: _____ Model: _____	EA	Up to One (1)	FCA contractor's facility	National Defence Headquarters MGen George R. Pearkes Bldg. 101 Colonel By Drive Ottawa ON K1A 0K2 Canada Attention: DLP 5-3-4-5	Q	Type 2		
1002	Transportation Cost	EA	Up to One (1)	FCA contractor's facility	National Defence Headquarters MGen George R. Pearkes Bldg. 101 Colonel By Drive Ottawa ON K1A 0K2 Canada Attention: DLP 5-3-4-5	N/A	Type 3	Price to be negotiated if an option is exercised. (Item 1002 will not be included in the financial evaluation)	Price to be negotiated if an option is exercised. (Item 1002 will not be included in the financial evaluation)
1003	Familiarization Training English as requested	EA	Up to One (1)	FCA contractor's facility	National Defence Headquarters MGen George R. Pearkes Bldg. 101 Colonel By Drive Ottawa ON K1A 0K2 Canada Attention: DLP 5-3-4-5	N/A	Type 4		

1004	Familiarization Training French as requested	EA	Up to One (1)	FCA contractor's facility	National Defence Headquarters MGen George R. Pearkes Bldg. 101 Colonel By Drive Ottawa ON K1A 0K2 Canada Attention: DLP 5-3-4-5	N/A	Type 4		
1005	Troubleshooting Training English as requested	EA	Up to One (1)	FCA contractor's facility	National Defence Headquarters MGen George R. Pearkes Bldg. 101 Colonel By Drive Ottawa ON K1A 0K2 Canada Attention: DLP 5-3-4-5	N/A	Type 4		
1006	Troubleshooting Training French as requested	EA	Up to One (1)	FCA contractor's facility	National Defence Headquarters MGen George R. Pearkes Bldg. 101 Colonel By Drive Ottawa ON K1A 0K2 Canada Attention: DLP 5-3-4-5	N/A	Type 4		
1007	Travel and Living Expenses for Familiarization Training	EA	Up to One (1)	FCA contractor's facility	National Defence Headquarters MGen George R. Pearkes Bldg. 101 Colonel By Drive Ottawa ON K1A 0K2 Canada Attention: DLP 5-3-4-5	N/A	Type 4	Price to be negotiated if an option is exercised. (Item 1007 will not be included in the financial evaluation)	Price to be negotiated if an option is exercised. (Item 1007 will not be included in the financial evaluation)

1008	Travel and Living Expenses for Troubleshooting Training	EA	Up to One (1)	FCA contractor's facility	National Defence Headquarters MGen George R. Pearkes Bldg. 101 Colonel By Drive Ottawa ON K1A 0K2 Canada Attention: DLP 5-3-4-5	N/A	Type 4	Price to be negotiated if an option is exercised. (Item 1008 will not be included in the financial evaluation)	Price to be negotiated if an option is exercised. (Item 1008 will not be included in the financial evaluation)
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ANNEX "B" – PURCHASE DESCRIPTION

Please see attached

ANNEX "C" – TECHNICAL INFORMATION QUESTIONNAIRE

Please see attached

ANNEX "D" – ELECTRONIC PAYMENT INSTRUMENTS

Please see attached