



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Défense nationale

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

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### 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).

### Comments - Commentaires

### 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

<b>Title - Sujet</b> Truck Flat Tilt Bed, 4x2, With Heavy Duty Crane	
<b>Solicitation No. N° de l'invitation</b> W8476-196039/A	<b>Date of Solicitation Date de l'invitation</b> 21 December 2018
<b>Address enquiries to: - Adresser toute demande de renseignements à :</b> Darlene Miller <b>Telephone No. - N° de telephone</b> <b>E-Mail Address - Courriel</b> 819-939-9575 <a href="mailto:Darlene.Miller@forces.gc.ca">Darlene.Miller@forces.gc.ca</a>	
<b>Destination</b> See herein - Voir aux 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.

<b>Delivery requested Livraison demandée</b> See herein - Voir aux présentes	<b>Delivery offered Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :</b>	
<b>Name - Nom</b>	<b>Title - Titre</b>
<b>Signature</b>	<b>Date</b>

### Solicitation Closes - L'invitation prend fin

At - à :  
2:00 PM - 14:00hrs

On - le :  
30 January 2019

Time Zone - Fuseau Horaire :  
Eastern Standard Time (EST)  
Heure normale de l'Est (HNE)

## TABLE OF CONTENTS

<b>PART 1 - GENERAL INFORMATION</b>	<b>4</b>
1.1 SECURITY REQUIREMENTS	4
1.2 REQUIREMENT	4
1.3 DEBRIEFINGS	4
1.4 TRADE AGREEMENTS	4
<b>PART 2 - BIDDER INSTRUCTIONS</b>	<b>5</b>
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 SUBMISSION OF BIDS	5
2.3 ENQUIRIES - BID SOLICITATION	5
2.4 APPLICABLE LAWS	5
2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	6
<b>PART 3 - BID PREPARATION INSTRUCTIONS</b>	<b>7</b>
3.1 BID PREPARATION INSTRUCTIONS	7
3.2 SECTION I: TECHNICAL BID	7
3.3 SECTION II: FINANCIAL BID	8
3.4 SECTION III: CERTIFICATIONS	8
3.5 SECTION IV: ADDITIONAL INFORMATION	8
<b>ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE</b>	<b>10</b>
1. GENERAL	10
2. FIRM GOODS AND/OR SERVICES	10
<b>ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS</b>	<b>11</b>
<b>PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION</b>	<b>12</b>
4.1 EVALUATION PROCEDURES	12
4.2 BASIS OF SELECTION - LOWEST EVALUATED PRICE, MANDATORY TECHNICAL CRITERIA	12
<b>ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA</b>	<b>13</b>
<b>PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION</b>	<b>14</b>
5.1 GENERAL	14
5.2 CERTIFICATIONS REQUIRED WITH THE BID	14
5.3 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	14
<b>PART 6 - RESULTING CONTRACT CLAUSES</b>	<b>16</b>
6.1 SECURITY REQUIREMENTS	16
6.2 REQUIREMENT	16
6.3 STANDARD CLAUSES AND CONDITIONS	16
6.4 TERM OF CONTRACT	17
6.5 AUTHORITIES	17
6.6 PAYMENT	18
6.7 INVOICING	19
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	20
6.9 APPLICABLE LAWS	20
6.10 PRIORITY OF DOCUMENTS	20
6.11 DEFENCE CONTRACT	21
6.12 INSURANCE - NO SPECIFIC REQUIREMENT	21
6.13 INSPECTION AND ACCEPTANCE	21
6.14 POST-CONTRACT AWARD MEETING	21
6.15 QUALITY MANAGEMENT SYSTEMS (QUALITY ASSURANCE CODE C)	21
6.16 MATERIAL	21

6.17	VEHICLE SAFETY	22
6.18	RECALL NOTICES	22
6.19	PACKAGING	22
6.20	WOOD PACKAGING MATERIALS	22
6.21	PREPARATION FOR DELIVERY	22
6.22	DELIVERY OF DANGEROUS GOODS/HAZARDOUS PRODUCTS	22
6.23	TOOLS AND LOOSE EQUIPMENT	23
6.24	DELIVERY AND UNLOADING	23
6.25	INCOMPLETE ASSEMBLIES	23
6.26	ASSEMBLY/PREPARATION AT DELIVERY	23
6.27	WORK SITE ACCESS	24
6.28	CANADIAN FORCES SITE REGULATIONS	24
	<b>ANNEX A - REQUIREMENT</b>	<b>25</b>
	<b>ANNEX B - BASIS OF PAYMENT</b>	<b>26</b>

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

A. There is no security requirement associated with this bid solicitation.

### **1.2 Requirement**

A. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6.

### **1.3 Debriefings**

A. 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**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 Standard Instructions, Clauses and Conditions**

- A. 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 \(SACC\) 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.
- B. 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.
- C. The 2003 (2018-05-22), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 02, Procurement Business Number, is deleted in its entirety;
  - (ii) Section 05, Submission of bids, subsection 4, is amended as follows:  
  
Delete: 60 days  
Insert: 90 days
  - (iii) Section 20, Further information, subsection 2, is deleted in its entirety.

### **2.2 Submission of Bids**

- A. Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.
- C. Due to the nature of the bid solicitation, bids transmitted by epost Connect will not be accepted.

### **2.3 Enquiries - Bid Solicitation**

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. 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**

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- B. 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**

- A. Should bidders consider that the specifications or Requirement 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 15 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**

- A. 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; and
- Section IV: Additional Information: 1 hard copy.
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (i) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and
  - (ii) Use a numbering system that corresponds to the bid solicitation.
- D. 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:
- (i) 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
  - (ii) 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.

### **3.2 Section I: Technical Bid**

- A. In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **3.2.1 Substitutes and Alternatives**

- A. Bidders may propose substitutes and alternatives where equivalent is indicated in Annex A, Requirement.
- B. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance will be considered for acceptance where the Bidder:
- (i) Clearly identifies a substitute and/or an alternative;
  - (ii) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
  - (iii) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
  - (iv) Provides complete specifications and brochures, where applicable;
  - (v) 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

- (vi) 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 quality and performance will not be considered for acceptance by the Technical Authority if:
- (i) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or
  - (ii) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.
- D. Bidders are encouraged to offer or suggest green products whenever possible.

### **3.3 Section II: Financial Bid**

- A. Bidders must submit their financial bid in accordance with the attachment to Part 3 entitled Pricing Schedule.

#### **3.3.1 Electronic Payment of Invoices - Bid**

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment to Part 3 entitled Electronic Payment Instruments, to identify which ones are accepted.
- B. If the attachment to Part 3 entitled Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.3.2 Exchange Rate Fluctuation**

- A. 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.

### **3.4 Section III: Certifications**

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

### **3.5 Section IV: Additional Information**

- A. In Section IV of their bid, bidders should provide:
- (i) A completed, signed, and dated Page 1 of this solicitation, or final amendment, as applicable;
  - (ii) The name of the person(s) and associated contact information (title, mailing address, phone number, and e-mail address) authorized by the Bidder to:
    - (a) Enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
    - (b) Coordinate delivery and follow-up; and
    - (c) Provide after sales service, maintenance, warranty repairs, and a full range of repair parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery point and the authorized dealer and/or agent and the delivery point, which should not be more than 150 kilometres;



- (iii) For the article in Part 2 entitled Applicable Laws of the bid solicitation: the province or territory if different than specified; and
- (iv) Any other information submitted in the bid not already detailed.

### **3.5.1 Manufacturer's Standard Warranty Period**

- A. Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of 12 months or 2,000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/subassemblies will form part of the proposed contract.

### **3.5.2 Extended Warranty Period**

- A. Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the minimum warranty period of 12 months or 2,000 hours of usage, whichever comes first.
- B. 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.
- C. Any extended warranty period offered will not be included in the financial evaluation.

### **3.5.3 Best Delivery Dates - Firm Goods**

- A. Delivery of the Firm Goods is requested on or before 29th March 2019. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of either a fixed date or a period of time from contract award. Failure to submit a date or time period will be taken as acceptance of delivery within the requested timeframe.
- B. Any delivery period offered will not be included in the evaluation.

**ATTACHMENT 1 TO PART 3 - PRICING SCHEDULE**

**1. General**

- A. Bidders are requested to complete the following Pricing Schedule and include it in the bid. At a minimum, the Firm Unit Price for each Item must be submitted.
- B. All prices and costs must be submitted in Canadian Dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

**2. Firm Goods and/or Services**

**2.1 Truck Flat Tilt Bed, 4x2, With Heavy Duty Crane**

- A. The Firm Unit Price(s) include(s) associated specifications, training, and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2010:

Item	Delivery Point	Quantity Required (A)	Firm Unit Price (B)	Price of the Bid (C = A x B)
1	14 WING GREENWOOD Major Equipment Section CFB Greenwood, Nova Scotia B0P 1N0	1	\$	\$
2	Familiarization Training - English	1	\$	\$

**ATTACHMENT 2 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS**

A. The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

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

## **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.
- B. An evaluation team composed of representatives of Canada will evaluate the bids.

#### **4.1.1 Technical Evaluation**

- A. Mandatory technical evaluation criteria are included in the attachment to Part 4 entitled Evaluation Criteria.

#### **4.1.2 Financial Evaluation - Firm Goods and/or Services**

- A. The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) destination, Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

### **4.2 Basis of Selection - Lowest Evaluated Price, Mandatory Technical Criteria**

- A. 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.

**ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA**

See attached document entitled:

“ANNEX C1  
TECHNICAL INFORMATION QUESTIONNAIRE  
TRUCK FLAT TILT BED, 4X2, WITH HEAVY DUTY CRANE”

## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

### **5.1 General**

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

### **5.2 Certifications Required with the Bid**

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

#### **5.2.1 Integrity Provisions - Declaration of Convicted Offences**

- A. 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.

### **5.3 Certifications Precedent to Contract Award and Additional Information**

- A. 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 specified will render the bid non-responsive.

#### **5.3.1 Integrity Provisions - Required Documentation**

- A. 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.

#### **5.3.2 Federal Contractors Program for Employment Equity - Bid Certification**

- A. 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" 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/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).
- B. 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.

**5.3.3 Product Conformance**

- A. 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 Annex A, Requirement. This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
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**

- A. There is no security requirement applicable to the Contract.

### **6.2 Requirement**

- A. The Contractor must provide the item(s) detailed under the Requirement at Annex A and the Basis of Payment at Annex B.

#### **6.2.1 Technical Changes, Substitutes, and Alternatives**

- A. Any technical changes, substitutes and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function, quality and performance to what is being replaced and must be at no additional cost to Canada. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.
- B. Should the Technical Authority not accept the substitute or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

### **6.3 Standard Clauses and Conditions**

- A. All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions (SACC) 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**

- A. **2010A** (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:
- (i) Article 01, Interpretation, definition of "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:
- "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.
- (ii) Section 09, Warranty, subsections 1 and 2 are deleted in their entirety and replaced with the following:
1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be [time period to be detailed in the resulting contract], or [operation period to be detailed in the resulting



**contract** of usage, whichever comes first, after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

2. 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 2 working days and completed within a reasonable time period, or if the Contractor has no repair facilities in the immediate vicinity (within 150 kilometers) of the specified delivery destinations, Canada reserves the right to make the repairs and be reimbursed by the Contractor at the rate of \$103.91 per hour and the cost for replaced parts.

## 6.4 Term of Contract

### 6.4.1 Delivery Dates

- A. All the deliverables must be received on or before the date(s) specified in Annex B of the Contract.

### 6.4.2 Delivery Points

- A. Delivery of the requirement will be made to delivery point(s) specified at Annex B of the Contract.
- B. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the delivery point. The consignee may refuse shipments when prior arrangements have not been made. The Contractor is responsible for contacting the Contracting Authority in advance of shipping to obtain the contact information for the delivery point(s).

## 6.5 Authorities

### 6.5.1 Contracting Authority

- A. The Contracting Authority for the Contract is:

**Contact information to be detailed in the resulting contract**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: Department of National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

- B. 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

A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: Department of National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

B. 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

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 6.5.4 After Sales Service

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

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### 6.6 Payment

#### 6.6.1 Basis of Payment - Firm Price

A. 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 B for a cost of \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.

## 6.6.2 Limitation of Price

- A. 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 Method of Payment - Single Payment

- A. Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:
- (i) 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;
  - (ii) all such documents have been verified by Canada; and
  - (iii) the Work delivered has been accepted by Canada.

## 6.6.4 Electronic Payment of Invoices

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

**[List to be updated in the resulting contract]**

- (i) Visa Acquisition Card;
- (ii) MasterCard Acquisition Card;
- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI);
- (v) Wire Transfer (International Only); and
- (vi) Large Value Transfer System (LVTS) (Over \$25M).

## 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. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Invoices must be distributed as follows:
- (i) The original and 1 copy must be forwarded to the following address for certification and payment:  
  
National Defence Headquarters (NDHQ)  
Department of National Defence (DND)  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
c/o: **[organization to be detailed in the resulting contract]**  
attn: **[name to be detailed in the resulting contract]**

- (ii) For invoices not claiming any Travel and Living costs, the Contractor may provide, in lieu of a hard copy, a .pdf copy of the original invoice along with any required supporting documentation to the Contracting Authority at:

[Invoice e-mail destination address to be specified in the resulting contract]

- (iii) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Contracting Authority in its covering e-mail. Invoices claiming Travel and Living costs must be submitted in hard copy in order to provide original receipts, as per Treasury Board regulations.

## 6.7.2 Holdback

- A. A 10% holdback will apply on the total value of any due payment.
- 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 Applicable Taxes payable as it was claimed and payable under the previous invoice.
- C. Release of the 10% holdback is conditional upon receipt and certified acceptance by the Technical Authority of all Work under this Contract.
- D. Invoicing instructions for the holdback are as detailed in the clause entitled "Invoicing Instructions".

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

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

## 6.9 Applicable Laws

- A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario [or as specified by the bidder in its bid, if applicable]**.

## 6.10 Priority of Documents

- A. 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:
  - (i) The Articles of Agreement;
  - (ii) The General Conditions **2010A** (2018-06-21), General Conditions - Goods (Medium Complexity);
  - (iii) Annex A, Requirement;
  - (iv) Annex B, Basis of Payment;
  - (v) the Contractor's bid dated **[date to be specified in the resulting contract]**, as clarified on **[date to be specified in the resulting contract, if required]**, and as amended on **[date to be specified in the resulting contract, if required]**.

### **6.11 Defence Contract**

- A. The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1 (<http://laws-lois.justice.gc.ca/eng/acts/d-1/>), and must be governed accordingly.
- B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.

### **6.12 Insurance - No Specific Requirement**

- A. The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### **6.13 Inspection and Acceptance**

- A. 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 at Annex A and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### **6.14 Post-Contract Award Meeting**

- A. Within 10 days of the date of 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 Contracting Authority to review technical and contractual requirements. The Contractor must prepare and distribute the minutes of the meeting within 5 calendar days after the completion of the meeting. The meeting will be held at the Contractor's facility, at a 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, if applicable, Public Works and Government Services Canada.

### **6.15 Quality Management Systems (Quality Assurance Code C)**

- A. The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on *ISO 9001:2008 "Quality management systems - Requirements."*
- B. The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of 1 year after the completion of the Contract.
- C. Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

### **6.16 Material**

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

## 6.17 Vehicle Safety

- A. Each vehicle supplied pursuant to the Contract must meet the applicable provisions of the [Motor Vehicle Safety Act](#), S.C. 1993, c. 16 (<http://laws-lois.justice.gc.ca/eng/acts/M-10.01/page-1.html>), and the applicable regulations that are in force on the date of its manufacture.

## 6.18 Recall Notices

- A. All recall notices must be forwarded to the Technical Authority identified in this Contract.

## 6.19 Packaging

- A. 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 Wood packaging materials

- A. All wood packaging materials used in shipping must conform to the [International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade \(ISPM 15\)](#) (<https://www.ippc.int/en/core-activities/standards-setting/ispms/>).
- B. Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:
- (i) D-98-08 - [Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States](#) (<http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993>); and
  - (ii) D-13-01 - [Canadian Heat Treated Wood Products Certification Program \(HT Program\)](#) (<http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967>).

## 6.21 Preparation for Delivery

- A. The equipment must be serviced, adjusted and delivered in condition for immediate use. The equipment must be cleaned before leaving the factory and being released to inspection authority or consignee personnel at the final delivery point. All equipment delivered to the consignee are to be delivered between the hours of 8:00 am and 4:00 pm Monday through Friday, except Federal holidays. Any attempt by the carrier to deliver equipment before or after these hours 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 additional costs.

## 6.22 Delivery of Dangerous Goods/Hazardous Products

- A. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
- (i) shipping container - in accordance with the [Transportation of Dangerous Goods Act](#), 1992, c. 34 (<http://laws-lois.justice.gc.ca/eng/acts/T-19.01/>); and
  - (ii) immediate product container - in accordance with the [Hazardous Products Act](#), R.S., 1985, c. H-3 (<http://laws-lois.justice.gc.ca/eng/acts/H-3/>).

- B. The Contractor must provide bilingual Safety Data Sheets, indicating the NATO Stock Number as follows:
- (i) 2 hard copies:
    - (a) 1 copy to be enclosed with the shipment, and
    - (b) 1 copy to be mailed to:  
  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Attention: DSCO 5-4-2
  - (ii) 1 copy sent in any electronic format to the following address: [MSDS-FS@FORCES.GC.CA](mailto:MSDS-FS@FORCES.GC.CA).
- C. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
- D. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial, and municipal laws and by-laws.
- E. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

#### **6.23 Tools and Loose Equipment**

- A. 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.

#### **6.24 Delivery and Unloading**

- A. 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.
- B. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
- C. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

#### **6.25 Incomplete Assemblies**

- A. The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained before from the Contracting Authority.

#### **6.26 Assembly/Preparation at Delivery**

- A. 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.

**6.27 Work Site Access**

- A. Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

**6.28 Canadian Forces Site Regulations**

- A. The Contractor must comply with all standing orders or other regulations, instructions, and directives in force on the site where the Work is performed.



**ANNEX A - REQUIREMENT**

See attached document entitled:

“PURCHASE DESCRIPTION  
TRUCK FLAT TILT BED, 4X2, WITH HEAVY DUTY CRANE”

**ANNEX B - BASIS OF PAYMENT**

**1. General**

A. All prices, rates, and costs are in Canadian Dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

**2. Firm Goods and/or Services**

**2.1 Truck Flat Tilt Bed, 4x2, With Heavy Duty Crane**

A. The Firm Unit Price(s) include(s) associated specifications, training, and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2010:

Item	Delivery Point	Delivery Date	Quantity Required	Firm Unit Price
1	14 WING GREENWOOD Major Equipment Section CFB Greenwood, Nova Scotia B0P 1N0	[Date to be detailed in the resulting contract]	1	\$(Cost to be detailed in the resulting contract)
2	Familiarization Training - English	[Date to be detailed in the resulting contract]	1	\$(Cost to be detailed in the resulting contract)