

National Defence

National Defence Headquarters 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

Solicitation Closes - L'invitation prend fin

At - à:

2:00 PM - 14:00

On - le:

12 August - aout 2019

Time Zone - Fuseau Horaire:

Eastern Daylight Time (EDT) Heure avancée de l'Est (HAE) Défense nationale

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

Title - Sujet

Brush Chipper, Trailer Mounted

Solicitation No. N° de l'invitation W8476-206129/A Date of Solicitation
Date de l'invitation

03 July - juillet 2019

Address enquiries to: - Adresser toute demande de renseignements à :

John Cunningham

Telephone No. - N° de telephone

E-Mail Address - Courriel

819-939-6415

John.cunningham@forces.gc.ca

Destination

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.

Delivery offered

Delivery required Livraison exigée

kigée Livraison proposée

See herein - Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

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):

Name - Nom

Title - Titre

Signature

Date



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PART 1 - GENERAL INFORMATION

1.1 Requirement

- A. The Department of National Defence (DND) has a requirement to procure quantity one (1) x Brush Chipper, Trailer Mounted for delivery to Canadian Forces Base Valcartier QC. The requested delivery date is 120 days after contract award. There are no optional quantities associated with this requirement.
- B. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6

1.2 Security Requirements

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

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 North American Free Trade Agreement (NAFTA) and 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 this document and any of its attachments by number, date, and title are either:
 - (i) Set out in the <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u>
 (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada; or
 - (ii) Included as attachments.

These documents are incorporated by reference and they form part of this document as though they were expressly set out here in full.

- 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 <u>2003</u> (2019-03-04), 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: 120 days

2.2 Submission of Bids

- A. Bids must be submitted only to Public Works and Government Services Canada (PWGSC) by the date, time, and place indicated on page 1 of 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 10 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.

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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 10 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 separate sections as follows:

Section I: Technical Bid: 1 hard copy;

Section II: Financial Bid: 1 hard copyl;

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.

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 the Annex entitled Requirement.
- B. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance as detailed in the Annex entitled Requirement, 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 Annex entitled Requirement; 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 4 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 Risk Mitigation

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) Any other information submitted in the bid not already detailed.

3.5.1 Delivery Date(s)

Any delivery date(s) offered will not be included in the evaluation.

3.5.1.1 Firm Goods and/or Services

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A. Delivery of the Firm Goods and/or Services is requested on or before **120 days from date of contract**. 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.

3.5.2 Warranty Period

3.5.2.1 Manufacturer's Standard Warranty Period

A. Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the equipment and components that exceeds the minimum warranty period of **24 months or 500 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.

3.5.2.2 Extended Warranty Period

- A. Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the Manufacturer's Standard Warranty Period.
- B. If the Bidder indicates that an extended warranty period is being offered, 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.

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ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

| A. | Th | e Bid | der accepts to be paid by any of the following Electronic Payment Instrument(s): |
|----|----|-------|--|
| | (|) | Direct Deposit (Domestic and International); |
| | (|) | Electronic Data Interchange (EDI); |
| | (|) | Wire Transfer (International Only); and |
| | | | |
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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 and Valcom 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

4.1.2.1 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.
- B. Should two or more responsive bids achieve an identical lowest evaluated price, the bid with the best delivery date offered will be recommended for award of a contract.

ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

See attached document entitled:

"Technical Information Questionnaire-Trailer Mounted Brush Chipper".

Document #5220756 – Rev A 2019-03-25

Défense nationale National Defence 2

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

NOTICE

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

APPENDIX 1

TECHNICAL INFORMATION QUESTIONNAIRE TRAILER MOUNTED BRUSH CHIPPER

Where the specification paragraphs below indicate "Substantial Information", the "Substantial Information" describing completely and in detail This questionnaire covers technical information, which must be provided for evaluation of the configuration(s) of the vehicle(s) offered. how the requirement is met or addressed must be supplied for each performance requirement/specification.

Bidder is required to indicate the document name/title and page number where the Substantial Information can be found.

Definition for *Equivalent* is found in the DEFINITION section at the end of this document.

CONTRACTOR INFORMATION

| Name: | |
|------------|---|
| Contractor | , |

Address:

Proposal Date:

Substitutes/Alternatives

Are any equipment substitutes/alternatives offered as Equivalent?

YES | NO |

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

| OPI: DSVPM 4 – BPR: DAPVS 4 | issued on Authority of the Chief of the Defence Staff | Publiée avec l'autorisation du chef d'état-major de la Défense |
|-----------------------------|---|--|
| OPI: DSVPM 4 BP | ssued on Authority c | >ubliée avec l'autoris |

Janadä

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| PD Reference | Requirement | Substantial Information required | Value | Location of Substantial Information in Bid Proposal |
|-----------------|--|---|-------|--|
| 3.4 (a) | The trailer/equipment <i>must</i> be a trailer mounted brush chipper with integral engine powering the chipper mechanism | Trailer mounted brush chipper with integral engine. | N/A | Provide equipment brochure or other technical documentation. |
| 3.4 (b) | The brush chipper <i>must</i> chip brush and branches of at least 200 mm in diameter. | Maximum chipping capacity | mm | |
| 3.4 (c) | The engine <i>must</i> have a gross power rating of at least 25 kW. | Power rating | Υ | |
| | | | | |

DEFINITION

The following definition applies to the interpretation of this Technical Information Questionnaire:

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

ATTACHMENT 2 TO PART 4 - PRICING SCHEDULE

1. General

- A. Bidders must submit a Firm Unit Price for each Item.
- B. Bidders are requested to complete the following Pricing Schedule and include it in the bid.
- C. 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 Brush Chipper, Trailer Mounted

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 | Firm Unit Price | Total |
|------|-------------------------------------|--------------|-----------------|-------------|
| | | Required (A) | (B) | (C = A x B) |
| 1 | Canadian Forces Base Valcartier, QC | 1 | \$ | \$ |
| | | | | |

| Total (D = sum C) | 6 |
|---------------------|---|
| Total (D = Sulli C) | 0 |
| | |
| | |

4. Price of the Bid

| Grand Total (P = D) |
|---------------------|
|---------------------|

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 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 (https://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" 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/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 Rate or Price Certification

A. C0002T (2010-01-11)

5.3.4 Product Conformance

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| Signature of Bidder's Authorized | Representative | Date | | |
|----------------------------------|----------------|------|-------------|--|
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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

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 <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u> (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. <u>2010A</u> (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.
 - (ii) Article 09, Warranty, subsections 1 and 2 are deleted in their entirety and replaced with the following:
 - 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 24 months or 500 hrs minimum 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.

All other provisions of the warranty section remain in effect.

| 6.4 | Term | of | Con | tra | cf |
|-----|------|----|-----|-----|----|
| | | | | | |

6.4.1 Period of the Contract

A. The period of the Contract is from date of Contract to 12 months following contract award inclusive.

6.4.2 Delivery Dates

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

6.4.3 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

A. The Contracting Authority for the Contract is:

| rmation to be detailed in the resulting contract] |
|--|
| |
| |
| |
| Department of National Defence Headquarters |
| 101 Colonel By Drive |
| Ottawa, Ontario K1A 0K2 |
| Market and the second |
| |

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

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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: | | | | | |
| | Name: Title: Position: Address: | Department of National Defence Headquarters 101 Colonel By Drive Ottawa, Ontario K1A 0K2 | | | | |
| | Telephone: E-mail: | | | | | |
| B. | Carried out und Work under the | Authority is the representative of the department or agency for whom the Work is being ler the Contract and is responsible for all matters concerning the technical content of the Contract. Technical matters may be discussed with the Technical Authority; however, the ority has no authority to authorize changes to the scope of the Work. Changes to the scope in only be made through a contract amendment issued by the Contracting Authority. | | | | |
| 6.5.3 | Contractor's Representative | | | | | |
| | [Contact inform Name: Title: Address: | nation to be detailed in the resulting contract] | | | | |
| | | | | | | |
| | 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 inform Name: Title: Address: | nation to be detailed in the resulting contract] | | | | |
| | Telephone: E-mail: | | | | | |

6.6.1 Basis of Payment

6.6

Payment

- 6.6.1.1 Firm Unit Price(s)
- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) 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

6.6.3.1 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.

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

6.6.6 Discretionary Audit

A. C0100C (2010-01-11)

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. Each invoice must contain or be supported by:
 - (i) The serial number(s), or a copy of the New Vehicle Information Statement (NVIS) containing the Vehicle Identification Number(s) (VIN), as applicable;
 - (ii) A copy of proof(s) of training
- C. 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 any due payment of the following:
 - (i) Item 1 as per Annex B.
- 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 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 <u>Defence Production Act</u>, 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 <u>Defence Production Act</u>.

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 of the Requirement 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 or via teleconference at Canada's discretion at no additional cost to Canada, with representatives of the Contractor and the Department of National Defence.

6.15 Procedures for Design Change or Additional Work

- These procedures must be followed for any design change or additional work.
- B. When Canada requests design change or additional work:
 - (i) The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:
 - (a) Any impact of the design change or additional work on the requirement of the Contract;
 - (b) A price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form pwgsc-trpsgc 1686 (http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1686-eng.html), Quotation for Design Change or Additional Work, or the form pwgsc.tr/

- (c) A schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule;
- (ii) The Contracting Authority will then forward this information to the Contractor; and
- (iii) The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.
- C. When the Contractor requests design change or additional work:
 - (i) The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada;
 - (ii) The Contracting Authority will forward the request to the Technical Authority for review;
 - (iii) If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed; and
 - (iv) The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.
- D. The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

6.16 Quality Management Systems - Requirements (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.

6.17 Material

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

6.18 Interchangeability

A. 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.

6.19 Vehicle Safety

A. Each vehicle supplied pursuant to the Contract must meet the applicable provisions of the <u>Motor Vehicle Safety Act</u>, 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.

6.20 Recall Notices

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

6.21 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.

6.22 Wood packaging materials

- A. All wood packaging materials used in shipping must conform to the <u>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/).</u>
- 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 <u>Canadian Heat Treated Wood Products Certification Program (HT Program)</u>
 (http://www.inspection.gc.ca/plants/forestry/exports/htprogram/eng/1319462565070/1319462677967).

6.23 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.

6.24 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 <u>Transportation of Dangerous Goods Act</u>, 1992, c. 34 (http://laws-lois.justice.gc.ca/eng/acts/T-19.01/); and
 - (ii) immediate product container in accordance with the <u>Hazardous Products Act</u>, 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.
- 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.

6.25 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.

6.26 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.

6.27 Incomplete Assemblies

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

6.28 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.

6.29 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.

6.30 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.

6.31 Marking

A. The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes. Amd. No. - N° de la modif. Original Buyer ID - Id de l'acheteur DLP 5-3-4-6

6.32 Labelling

A. The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

6.33 Dispute Resolution Services

A. The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

Solicitation No. - N° de l'invitation W8476-206129/A

Amd. No. - N° de la modif. Original Buyer ID - Id de l'acheteur DLP 5-3-4-6

ANNEX A - REQUIREMENT

See attached document(s) entitled:

"Purchase Description-Trailer Mounted Brush Chipper".





NOTICE

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

AVIS

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

ANNEX A PURCHASE DESCRIPTION TRAILER MOUNTED BRUSH CHIPPER

1. SCOPE

1.1 <u>Scope</u>. This purchase description covers the requirements for a trailer mounted brush chipper.

1.2 Instructions

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

1.3 **Definitions**

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

OPI: DSVPM 4 - BPR: DAPVS 4

Issued on Authority of the Chief of the Defence Staff Publiée avec l'autorisation du chef d'état-major de la Défense



2. APPLICABLE DOCUMENTS

2.1 Government Furnished Documents. NOT APPLICABLE

- 2.2 <u>Other Publications</u>. Canada will not be supplying any reference documents. Effective documents are those in effect on the date of the manufacture of the trailer. Information on the organization is supplied below.
 - (a) <u>Hazardous Products Act</u> Government of Canada / Department of Justice http://laws-lois.justice.gc.ca/eng/acts/H-3/
 - (b) Motor Vehicle Safety Act (MVSA)
 Government of Canada / Department of Justice
 https://laws-lois.justice.gc.ca/eng/acts/m-10.01/page-1.html
 - (c) International Organization for Standardization (ISO)
 ISO Central Secretariat
 Chemin de Blandonnet 8
 CP 401
 1214 Vernier, Geneva
 Switzerland
 http://www.iso.org/iso/home.htm
 - (d) SAE Standards
 SAE World Headquarters
 400 Commonwealth Dr.,
 Warrendale, PA, 15096-0001
 http://www.sae.org

3. REQUIREMENTS

3.1 Standard Design

- (a) The trailer/equipment *must* be the latest model from a manufacturer who has demonstrated acceptability by selling, in North America, this type and size class of trailer/equipment for at least three (3) years.
- (b) The trailer/equipment *must* include all components, equipment and accessories normally supplied for this application, although they may not be specifically described in this Purchase Description.
- (c) The trailer/equipment *must* have engineering certification available, upon request, for this application, from the original manufacturers of the major equipment, systems and assemblies.
- (d) The trailer/equipment *must* conform to all applicable laws, regulations and industrial standards in effect in Canada at the time of manufacture. The regulatory areas may include but are not necessarily limited to manufacturing, health and safety, noise levels, environment and emissions.
- (e) The trailer/equipment and accessories *must* operate in accordance with all original equipment manufacturers' (OEM) rated capacities and performance specifications.

3.2 **Operating Conditions**

- 3.2.1 <u>Weather</u>. The trailer/equipment *must* operate under the weather conditions found in Canada in temperatures ranging from -10 to 40°C.
- 3.2.3 <u>Terrain</u>. The trailer/equipment *must* operate in all-weather conditions on highways, secondary roads, gravel roads, and off-road (e.g. construction sites, open fields and dirt tracks).

3.3 Safety Standards

- 3.3.1 <u>Vehicle Safety Regulations</u> The trailer *must* meet the provisions of the Canada Motor Vehicle Safety Act (CMVSA).
- 3.3.2 <u>Hazardous Materials</u>. The contractor *must* comply with the Hazardous Products Act of Canada with regards to the use of hazardous materials, ozone depleting substances, polychlorinated biphenyls, asbestos and heavy metals used in the manufacture and assembly of the product supplied.

3.4 **Performance**

- (a) The trailer/equipment *must* be a trailer mounted brush chipper with integral engine powering the chipper mechanism.
- (b) The brush chipper *must* chip brush and branches of at least 200 mm in diameter.
- (c) The engine *must* have a gross power rating of at least 25 kW.

3.5 Engine

- (a) Commercially equipped.
- (b) The engine *must* be provided with an electric starter.
- 3.6 **Ball Coupler**. The trailer *must* be provided with a ball coupler.
- 3.7 <u>Landing Gear</u>. The trailer *must* be provided with landing gear having a positively locked travel position.
- 3.8 <u>Safety Chains</u>. The trailer *must* be provided with two (2) safety chains with snap hooks.
- 3.9 Brake System. Commercially equipped.
- 3.10 Wheels and Tires. Commercially equipped.
- 3.12 **Controls.** Commercially equipped.

3.13 <u>Electrical System</u>

- (a) The trailer/equipment *must* be provided with a 12 volt negative ground electrical system.
- (b) The manufacturer's standard 12 volt battery *must* be provided.
- 3.14 <u>Lighting</u>. The trailer *must* have lights and reflectors required in accordance with the CMVSA.
- 3.15 <u>Hydraulic System</u>. Commercially equipped.

3.16 <u>Lubricants and Hydraulic Fluids</u>

- (a) Manufacturer's standard synthetic non-proprietary lubricants and hydraulic fluids *must* be provided.
- (b) Lubrication fittings *must* conform to SAE J534 or an *Equivalent* North American Standard.
- 3.17 <u>Labels</u>. All written warning and instruction labels *must* be in English and French.

3.18 Trailer Delivery Condition

- (a) If the trailer/equipment requires assembly at destination, the contractor *must* be responsible for all manpower and equipment to perform assembly.
- (b) The space for assembly at destination will be provided, if required.
- (c) Fuel tank(s) *must* be half to three quarters full on delivery.

4. INTEGRATED LOGISTICS SUPPORT (ILS)

4.1 <u>Deliverables</u>

4.1.1 **General Requirements**

- (a) One copy of each ILS document *must* be submitted to the *Technical Authority* prior to the delivery of the trailer/equipment for each configuration/model and their accessories, for approval. The copy of ILS documents submitted for approval will not be returned.
- (b) **Technical Authority** approval, request for additional documentation or request for amendments will be supplied within 15 working days of receipt.
- (c) The Contractor *must* supply the additional documentation or implement the changes as requested by the *Technical Authority*.

(d) Digital Documents

- i All digital copies *must* be supplied in searchable PDF format unless stated otherwise.
- Digital copies *must* be functional without the requirement for a password, an auto-run installation procedure or an Internet connection.
- Digital copies of manuals *must* be supplied on a CD or DVD (USB sticks cannot be used on DND computers).
- iv Digital copies of other ILS documents *must* be provided by email to the TA or on CD or DVD.
- v CD/DVD must be permanently and legibly marked with the equipment description and a list of contents.
- (e) <u>Paper Documents</u>. All paper copies of ILS documents delivered *must* have the same content as the digital copy approved by the *Technical Authority*.
- 4.1.2 <u>ILS Deliverables</u>. The following table indicates the ILS elements that the Contractor *must* deliver, including the medium (paper or digital), the expected means of delivery and the reference paragraph.

| Element | Format/ Medium | Delivered to TA by E-mail for approval | Delivered to TA by mail/courier for approval | Supplied with each Trailer/ equipment | Remarks | Reference Paragraph |
|---|-------------------|---|---|--|---------------------|------------------------|
| Photograph and Line Drawing Package | Digital | Х | - | - | JPEG | 4.2.1 |
| Data Summary | Digital | X | - | - | Microsoft Word | 4.2.2 |
| Initial Parts Kit List | Digital | Х | - | - | PDF | 4.2.3 |
| Warranty Letter | Digital | Х | - | - | PDF | 4.2.4 |
| | Paper | - | - | Х | - | |
| Safety Data | Digital | Х | - | - | PDF | 4.2.5 |
| Sheets Package | Paper | | - | Х | * | 1 |
| Set of Manuals | Digital | == | Х | Х | PDF - on CD/DVD* | 4.2.6 |
| | Paper | ** | | Х | - | |
| Initial Parts Kit | - | - | - | Х | 1 kit | 4.2.7 |
| Set of keys | - | •• | - | Х | 2 sets | 4.2.8 |

Note: * One CD/DVD should be used for all e-manuals covering a configuration/model and its accessories.

4.2 <u>ILS Elements Description</u>

4.2.1 Photograph and Line Drawing Package

- (a) DND requires photographs and line drawings for documentation and cataloguing purposes. The Photograph and Line Drawing Package *must* include:
 - Two (2) digital colour photographs, one (1) left-front three-quarter view, and one (1) right-rear three-quarter view of each configuration/model;
 - ii One (1) digital colour photograph of each attachment taken at the three-quarter view that best illustrates the attachment; and
 - iii One (1) front-view and one (1) side-view line drawing showing dimensions of the trailer/equipment. Brochure line drawings are acceptable.
- (b) Photographs *must* have a plain background and be in a JPEG (Joint Photographic Experts Group) format with a resolution of at least eight (8) Mega pixels.

4.2.2 Data Summary

- (a) The *Technical Authority* will supply a bilingual Data Summary Template (in Microsoft Word format) to the Contractor.
- (b) The data summary *must*:
 - i Use the Technical Authority provided bilingual template;
 - ii Be a separate document for each configuration/model;
 - iii Include accessories and features; and

iv Be delivered in Microsoft Word format.

4.2.3 Initial Parts Kit List

- (a) The Initial Parts Kit List *must* include:
 - i A complete list of parts needed to perform preventive maintenance on one (1) trailer/equipment for a period of one (1) year, in accordance with the maintenance manual, for each configuration/model;
 - ii A complete change of all filters and filter elements; and
 - The following elements for each part listed: part description; Original Equipment Manufacturer (OEM) Part number; suggested quantity; and, unit cost.

4.2.4 Warranty Letter

- (a) The *Technical Authority* will supply a bilingual Warranty Letter Template (in PDF format) to the Contractor.
- (b) The Warranty Letter *must*:
 - i Use the *Technical Authority* provided bilingual template;
 - ii Contain a complete description of the warranty requested with the warranty terms and conditions;
 - iii Contain the complete warranty details on any system or sub system warranty that exceeds the minimum requested; and
 - iv Contain the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada.

4.2.5 Safety Data Sheets Package

- (a) The Safety Data Sheets Package *must* include:
 - i A bilingual (or a separate French and an English) list of all hazardous materials used on the trailer/equipment; and
 - ii A complete bilingual set (or a set in French and a set in English), off all the safety data sheets for all hazardous materials in the list.
- (b) If there are no hazardous materials used, this *must* be stated on the list.

4.2.6 Set of Manuals

- (a) The set of manuals for each configuration/model *must* include:
 - i The French and English (or bilingual) operator manual(s):
 - ii The French and English (or bilingual) maintenance (shop repair) manual(s); and
 - iii The English or bilingual parts manual(s).
- (b) The set of manuals *must* include manuals (operator, maintenance (shop repair) and parts) for all major components, all attachments, accessories and features for the configuration/model supplied. Accessory manuals may be included as supplements to the trailer manuals.
- 4.2.7 <u>Initial Parts Kit</u>. The Contractor *must* supply one (1) complete set of parts contained in the approved Initial Parts Kits List with each trailer/equipment.
- 4.2.8 Set of keys. The Contractor must supply at least two (2) sets of keys with each trailer/equipment.

ANNEX B - BASIS OF PAYMENT

1. General

- A. All prices and costs are in Canadian Dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.
- 2. Firm Goods and/or Services
- 2.1 Brush Chipper, Trailer Mounted
- 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 | Canadian Forces Base Valcartier QC | [Date to be detailed in the resulting contract] | 1 | \$ Cost to be detailed in the resulting contract |