



**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

Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services 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, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux 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, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Ramp Tow Tractor	
Solicitation No. - N° de l'invitation W8476-206150/A	Date 2019-10-22
Client Reference No. - N° de référence du client W8476-206150	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-656-77897	
File No. - N° de dossier hs656.W8476-206150	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-12-03	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Duchesneau, Jean	Buyer Id - Id de l'acheteur hs656
Telephone No. - N° de téléphone (613) 296-1686 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

Raison sociale et adresse du

fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution

Industrial Vehicles & Machinery Products Division

LEFTD - HS Division

140, O'Connor Street/

140, rue O'Connor,

East Tower, 4th Floor/

Tour Est, 4e étage

Ottawa

Ontario

K1A 0S5

Delivery Required - Livraison exigée See Herein	Delivery Offered - Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur	
Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)	
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into six (6) parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments include the Annex B - Purchase Description, Annex A - Pricing, Annex B - Purchase Description, Annex C - Mandatory Technical Criteria Evaluation, Annex D - Electronic Payment Instruments, Annex E - List of Names and Annex F - Federal Contractors Program for Employment Equity - Certification.

1.2 Summary

The Department of National Defence has a requirement to purchase seventeen (17) diesel engine driven Ramp Towing Tractors, with ancillary items, including seven (7) operator trainings and seven (7) maintainer trainings, in accordance with Annex B - Purchase Description, and Annex A - Pricing.

The requirement includes an option to purchase up to seven (7) Ramp Towing Tractors and ancillary items; to be exercised within twelve (12) months from the effective date of the contract.

As well, there's a possibility the Department of National Defence will require optional trainings.

1.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

1.4 Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within fifteen (15) working days from receipt of the results of the bid solicitation process. The debriefing may be provided in writing, by telephone or in person.

1.5 epost Connect Service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

The [2003](#) (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of [2003](#), Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days

Insert: ninety (90) consecutive days

2.2 Submission of Bids

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

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the questions 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 - Bid

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory

specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Improvement of Requirement during Solicitation Period

Should bidders consider that the specifications, Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

2.6 Canadian General Standards Board - Standards

A copy of the CAN/CGSB 3.517 - Diesel Fuel, referred to in the bid solicitation is available and may be purchased from:

Address: [Canadian General Standards Board](#)
Place du Portage III, 6B1
11 Laurier Street
Gatineau, Québec
Telephone: (819) 956-0425 or 1 (800) 665-CGSB (Canada only)
Facsimile: (819) 956-5740
Email: ncr.cgsb-ongc@pwgsc-tpsgc.gc.ca
CGSB Website: <http://www.tpsgc-pwgsc.gc.ca/ongc-cgsb/index-eng.html>

2.7 SACC Manual Clauses

SACC Reference	Title	Date
B1000T	Condition of Material - Bid	2014-06-26
C9000T	Pricing	2010-08-16

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

Section I: Technical Bid in two (2) hard copies or one (1) soft copy in a PDF format;
Section II: Financial Bid in one (1) hard copy or one (1) soft copy in a PDF format;
Section III: Certifications in one (1) hard copy or one (1) soft copy in a PDF format; and
Section IV: Additional Information in one (1) hard copy or one (1) soft copy in a PDF format.

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Canada requests that Bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Bidders should submit their Technical Bid in accordance with Annex C - Mandatory Technical Criteria Evaluation.

3.1.1 Substitutes and Alternatives

Bidders may propose substitutes and alternatives where equivalent is indicated in the technical requirement description (Purchase Description).

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Annex A - Pricing.

Bidders must submit firm prices for all items listed in Annex A - Pricing.

3.1.2 Electronic Payment of Invoices – Bid

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

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

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

3.1.3 SACC Manual Clauses

3.1.3.1 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.4 Best Delivery Date – Bid

3.1.4.1 Firm Quantity

While delivery of all vehicles (Item 001) is requested by February 28th, 2020, the best delivery that could be offered for all vehicles is _____ weeks from the effective date of the contract.

3.1.4.2 Optional Quantity

If an option for an optional vehicle (Item 002) is exercised, the best delivery that could be offered for each optional vehicle is _____ weeks after an option is exercised.

3.1.5 Supplier Contacts

Canada requests that Bidders provide the Contractor's Representative contact information in Part 6.

3.1.6 After Sales Service

Canada requests that the Bidder provide in Part 6 the names, addresses and telephone numbers of their dealers and/or agents authorized to provide after sales service, maintenance and warranty repairs, and a full range of repair parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery location and the authorized dealer and/or agent and the delivery location, which should not be more than 100 kilometres.

3.1.7 Manufacturer's Standard Warranty Period

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 twelve (12) months or 1000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

3.1.8 Extended Warranty Period

Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the minimum warranty period of twelve (12) months or 1000 hours of usage, whichever comes first.

If yes, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any ancillary items.

Any extended warranty period offered will not be included in the financial evaluation.

PART 4- EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

- (a) Bidders must demonstrate their compliance with all mandatory technical criteria detailed in the Annex C - Mandatory Technical Criteria Evaluation, by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.
- (b) Bidders proposing substitutes and/or alternatives must submit with their bid, all the information detailed in Part 3, Section 1 - Substitutes and Alternatives to be considered for evaluation.

4.1.2 Financial Evaluation

Bidders must submit firm prices, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.

For firm quantity, the prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

For optional quantity, the prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid Contractor's Canadian facility or Contractor's Canadian distribution point, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

4.1.3 Firm Prices

The Bidder is required to submit firm prices that will apply for the entire period of the Contract.

The Bidder must complete Annex A - Pricing.

If Annex A - Pricing, is not completed, the bid will be deemed financially non-compliant.

Bids will be evaluated on an aggregate price basis per configuration for the firm quantity, the optional quantity, the firm training and the optional training as follows:

- a) the firm prices per configuration for the firm quantity will be multiplied by their identified quantities to obtain the evaluated price per configuration of the firm quantity;
- b) the firm prices per configuration for the optional quantity will be multiplied by their estimated quantities to obtain the evaluated price per configuration of the optional quantity;
- c) for each firm training per configuration, the firm unit prices will be multiplied by their identified estimated quantity. Their sum will be the evaluated price of the firm training;

- d) for training option, the sum of each configuration, will be the evaluated price of the optional training;
- e) the sum of all evaluated prices per configuration will determine the evaluated aggregate price per configuration.

4.2 Basis of Selection - Multiple Items

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price on an aggregate basis will be recommended for award of a Contract.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Product Conformance

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

This certification does not relieve the bid from meeting all mandatory technical criteria detailed in Part 4.

Bidder's authorized representative signature

Date

5.2.3.2 Quality Management Systems

The Bidder certifies that it meets, and will continue to meet throughout the duration of the contract, all requirements of clause D5540C ISO 9001:2015 - Quality Management Systems (QAC Q) found in Part 6.

Bidder's authorized representative signature

Date

5.2.3.3 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

Bidder's authorized representative signature

Date

Or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	

Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

Bidder's authorized representative signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirement

There is no security requirement applicable to the Contract.

6.2 Requirement - Contract

The Department of National Defence has a requirement to purchase seventeen (17) diesel engine driven Ramp Towing Tractors, with ancillary items, including seven (7) operator trainings and seven (7) maintainer trainings, in accordance with Annex B - Purchase Description, and Annex A - Pricing.

The requirement includes an option to purchase up to seven (7) Ramp Towing Tractors and ancillary items; to be exercised within twelve (12) months from the effective date of the contract.

As well, there's a possibility the Department of National Defence will require optional trainings.

6.2.1 Technical Changes, Substitutes and Alternatives

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.

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.

6.2.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described in Annex B - Purchase Description, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a Contract amendment.

The Contracting Authority may exercise the option within twelve (12) months after Contract award by sending a written notice to the Contractor.

The Contractor must advise the Technical Authority and Contracting Authority of any design updates that could affect the procurement of additional vehicles/equipment.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

2010A (2018-06-21) General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

Section 09 entitled "Warranty" of General Conditions 2010A is amended as follows:

At subsection 1, delete the following: "The warranty period will be twelve (12) months" and replace with the following: "The warranty period will be twelve (12) months, or 1,000 hours of usage, whichever comes first".

Delete subsection 2 in its entirety and replace it with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

6.4 Term of Contract

6.4.1 Delivery Date

Delivery of the vehicle/equipment must be made as follows:

Firm Quantity

Item 001 – Seventeen (17) Ramp Tow Tractors and ancillary items must be delivered within _____ weeks from the effective date of the contract.

(The Contracting Authority will insert the information at Contract Award)

Optional Quantity

Item 002 - If the option is exercised, up to seven (7) Ramp Tow tractors and ancillary items must be delivered within _____ weeks after an option is exercised.

(The Contracting Authority will insert the information at Contract Award)

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery points specified at Annex A - Pricing, of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Jérémy Therrien
Title: Supply Officer
Directorate: Public Services and Procurement Canada
ADM - Procurement Branch
Commercial and Alternative Acquisitions Management Sector
Logistics, Electrical, Fuel and Transportation Directorate

Address: Industrial Vehicles, Machinery Products & Logistics Division - HS
140 O'Connor Street, Building L'Esplanade Laurier
East Tower, 4th Floor, Room 4138
Ottawa, Ontario K1A 0R5

Cellphone: (819) 271-7187

Email address: Jeremy.Therrien@tpsgc-pwgsc.gc.ca

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

6.5.2 Procurement Authority

The Procurement Authority for the contract is:

DLP
National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa (Ontario) K1A 0K2
Telephone:
Facsimile:
E-mail address:

(The Contracting Authority will insert the information at Contract Award)

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority; however, the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Technical Authority

The Technical Authority for the Contract is:

National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa (Ontario) K1A 0K2
Telephone:
Facsimile:
E-mail address:

(The Contracting Authority will insert the information at Contract Award)

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.

6.5.4 Contractor's Representative

The Contractor's Representatives for the Contract are:

General enquiries

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____

Delivery follow-up

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____

6.5.5 After Sales Service

Destination A

The following _____ ("dealer" or "agent") is authorized to provide after-sales services, maintenance and warranty repairs; and a full range of repair parts for the good offered:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____

Distance between the delivery location and the _____ ("dealer" or "agent"): _____ kilometers (_____ km).

Destination B

The following _____ ("dealer" or "agent") is authorized to provide after-sales services, maintenance and warranty repairs; and a full range of repair parts for the good offered:

Name: _____
Title: _____

Organization: _____
Address: _____

Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____

Distance between the delivery location and the _____ ("dealer" or "agent"): _____ kilometers
(_____ km).

Destination C

The following _____ ("dealer" or "agent") is authorized to provide after-sales services, maintenance and warranty repairs; and a full range of repair parts for the good offered:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____

Distance between the delivery location and the _____ ("dealer" or "agent"): _____ kilometers
(_____ km).

Destination D

The following _____ ("dealer" or "agent") is authorized to provide after-sales services, maintenance and warranty repairs; and a full range of repair parts for the good offered:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____

Distance between the delivery location and the _____ ("dealer" or "agent"): _____ kilometers
(_____ km).

Destination E

The following _____ ("dealer" or "agent") is authorized to provide after-sales services, maintenance and warranty repairs; and a full range of repair parts for the good offered:

Name: _____

Title: _____
Organization: _____
Address: _____

Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____

Distance between the delivery location and the _____ ("dealer" or "agent"): _____ kilometers
(_____ km).

Destination F

The following _____ ("dealer" or "agent") is authorized to provide after-sales services, maintenance and warranty repairs; and a full range of repair parts for the good offered:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____

Distance between the delivery location and the _____ ("dealer" or "agent"): _____ kilometers
(_____ km).

Destination G

The following _____ ("dealer" or "agent") is authorized to provide after-sales services, maintenance and warranty repairs; and a full range of repair parts for the good offered:

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone: _____
Cellphone: _____
Facsimile: _____
Email address: _____

Distance between the delivery location and the _____ ("dealer" or "agent"): _____ kilometers
(_____ km).

6.6 Payment

6.6.1 Basis of Payment

6.6.1.1 Basis of Payment Type 1 - Firm Prices (Item 001, Item 002, Item 003, Item 005)

Firm prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra, as specified in Annex A - Pricing.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

6.6.1.2 Basis of Payment Type 2 - Firm Price - Services (Only for Item 004 - Training)

Training

Firm unit prices in Canadian dollars, including Canadian Custom Duties where applicable, and Applicable Taxes are extra, as specified in Annex A - Pricing.

Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](http://www.njc-cnm.gc.ca/directive/index.php?sid=90&hl=1&lang=eng) (<http://www.njc-cnm.gc.ca/directive/index.php?sid=90&hl=1&lang=eng>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

When requested by Canada, the Contractor must provide an estimated cost and relevant information for the travel and living.

6.6.2 Electronic Payment of Invoices

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

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI); or
- e. Wire Transfer (International Only).

6.6.3 SACC Manual Clauses

SACC Reference	Title	Date
C3015C	Exchange Rate Fluctuation Adjustment	2017-08-17
C6000C	Limitation of Price	2017-08-17
H1001C	Multiple Payments	2008-05-12

6.7 Invoicing

6.7.1 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.

3. The Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no taxes payable as they were claimed and payable under the previous invoice for the vehicle/equipment/service.
4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.
5. Each invoice must be supported by:
 - (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
7. Invoices must be distributed as follows:
 - (a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.
 - (b) One (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.7.2 Holdback

Canada will apply a ten percent (10%) holdback on any due payment for the vehicle/equipment (Annex A - Pricing) until delivery, inspection, acceptance of all ancillary items and after having given the Operator and Maintainer Trainings to this particular location (if there's training requirements to this particular location) (Annex A - Pricing) related to such vehicle/equipment.

Subsequent to delivery, inspection, acceptance of all ancillary items and after having given the Operator and Maintainer Trainings to this particular location (if there's training requirements to this particular location) related to such vehicle/equipment, the Contractor must submit an electronic invoice for the release of the Holdback in accordance with "Invoicing Instructions" found in this contract.

6.8 Certifications

6.8.1 Compliance

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.

6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9 Applicable Laws - Contract

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

6.10 Priority of Documents

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

- a. the Articles of Agreement;
- b. the General Conditions 2010A (2018-06-21), Goods (Medium Complexity);
- c. Annex B - Purchase Description;
- d. Annex A - Pricing;
- e. the Contractor's bid dated _____, as amended on _____.

(The Contracting Authority will insert the information at Contract Award)

6.11 SACC Manual Clauses

SACC Manual Clause A9039C (2008-05-12), Salvage
SACC Manual Clause A9049C (2011-05-16), Vehicle Safety
SACC Manual Clause A9062C (2011-05-16), Canadian Forces Site Regulations
SACC Manual Clause A9065C (2006-06-16), Identification Badge
SACC Manual Clause B9028C (2007-05-25), Access to Facilities and Equipment
SACC Manual Clause D2025C (2017-08-17), Wood Packaging Materials
SACC Manual Clause D5510C (2017-08-17), Quality Assurance Authority (Department of National Defence) - Canadian-Based Contractor
SACC Manual Clause D5515C (2010-01-11), Quality Assurance Authority (Department of National Defence) - Foreign-Based and United States Contractor
SACC Manual Clause D5540C (2019-05-30), ISO 9001:2015 - Quality Management Systems - Requirements (Quality Assurance Code Q)
SACC Manual Clause D5604C (2008-12-12), Release Documents (Department of National Defence) - Foreign-Based Contractor
SACC Manual Clause D5605C (2010-01-11), Release Documents (Department of National Defence) - United States-based Contractor
SACC Manual Clause D5606C (2017-11-28), Release Documents (Department of National Defence) - Canadian-Based Contractor
SACC Manual Clause G1005C (2016-01-28), Insurance - No Specific Requirement

6.12 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Purchase Description and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.13 Preparation for Delivery

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

All vehicles delivered are to be delivered by appointment only between the hours of 8:00 am and 4:00 pm Monday through Friday, except Canadian Federal Holidays. Any attempt by the carrier to deliver the

vehicles without an appointment may be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and accept the delivery. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable, to pay for any additional costs.

The fuel tank must be at least half full prior to release of the vehicles to DND personnel.

6.14 Shipping Instructions - Delivery at Destination

The Contractor must ship the goods prepaid DDP – Delivery Duty Paid (named place of destination). Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

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

6.15 Delivery and Unloading

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

6.16 Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. one (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. one (1) copy to the Contracting Authority;
- d. one (1) copy to:

National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: _____

- e. one (1) copy to the Quality Assurance Authority (QAA);
- f. one (1) copy to the Contractor; and
- g. for all non-Canadian Contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Email: ContractAdmin.DQA@forces.gc.ca

6.17 Post-Contract Award Meeting

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor must be responsible for the preparation and distribution of the

minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at a federal government facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

6.18 Tools and Loose Equipment

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

6.19 Assembly/Preparation at Delivery

If assembly/preparation is required at delivery, the Contractor must contact the Contracting Authority to make arrangements. If required, the Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all vehicles/equipment delivered. The assembly/preparation must be performed at no additional cost to Canada.

6.20 Interchangeability

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

**ANNEX A
PRICING**

The financial evaluation will be conducted on the aggregate sum of the firm unit price of each Ramp Tow Tractor multiplied by the firm quantity of seventeen (17) Ramp Tow Tractors, plus the firm total price for Shipping of Ramp Tow Tractors at each Destination, plus the firm unit price for one (1) Optional Ramp Tow Tractor, plus the firm total price of Firm trainings at each Destination, plus the firm unit price for each type of optional training (one (1) Operator training in English, one (1) Operator training in French, one (1) Maintainer training in English and one (1) Maintainer training in French).

Item 001 – Ramp Tow Tractors (Firm Quantity) - Basis of Payment Type 1

The Contractor must deliver, Delivered Duty Paid (named place of destination), Incoterms 2000, in accordance with the Basis of Payment Type 1, seventeen (17) Ramp Tow Tractors, ancillary items, deliverables and Trainings, in accordance with Annex B - Purchase Description.

I. Ramp Tow Tractors Cost

Prices must exclude the shipping at destination of Ramp Tow Tractors and Trainings costs.

Manufacturer: _____ Model: _____

Firm unit price of CAD\$_____, per Ramp Tow Tractor, ancillary items and deliverables, Delivered Duty Paid (Contractor's Canadian facility or Contractor's Canadian distribution point) Incoterms 2000, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.

II. Delivery

Prices must exclude the price of Ramp Tow Tractors, ancillary items, deliverables and trainings.

Destination A

Delivery of four (4) Ramp Tow Tractors to:

17 WG WINNIPEG
Major equipment Section
17 Wing Winnipeg, Bldg 129
Logistics Bldg, Door 13
WINNIPEG MB R3J 3Y5
CANADA

The contact person at destination is: _____

Firm total price of CAD\$_____ **for shipping** of four (4) Ramp Tow Tractors, Applicable Taxes excluded.

Destination B

Delivery of one (1) Ramp Tow Tractor to:

BFC Bagotville
Major Equipment Section
3 Ere BFC Bagotville
BAGOTVILLE QC G0V 1A0
CANADA

The contact person at destination is: _____

Firm total price of CAD\$_____ **for shipping** of one (1) Ramp Tow Tractor,
Applicable Taxes excluded.

Destination C

Delivery of six (6) Ramp Tow Tractors to:

3 ASG GAGETOWN SUPPLY COMPANY
Major Equipment Section
BLDG B10
CFG Gagetown
Oromocto, NB
OROMOCTO NB E2V 4J5
CANADA

The contact person at destination is: _____

Firm total price of CAD\$_____ **for shipping** of six (6) Ramp Tow Tractors,
Applicable Taxes excluded.

Destination D

Delivery of two (2) Ramp Tow Tractors to:

CFB Montreal
Fleet Manager Transport Section
Bâtisse 7 Sud
6363 Notre Dame Est
MONTREAL QC H1N 3V9
CANADA

The contact person at destination is: _____

Firm total price of CAD\$_____ **for shipping** of two (2) Ramp Tow Tractors,
Applicable Taxes excluded.

Destination E

Delivery of two (2) Ramp Tow Tractors to:

CFB EDMONTON Garrison
Major Equipment Section
Replenishment Company (CMTT)
107 Street & 137 avenue Bldg C8
Edmonton AB
MONTREAL AB H1N 3V9
CANADA

The contact person at destination is: _____

Firm total price of CAD\$_____ **for shipping** of two (2) Ramp Tow Tractors,
Applicable Taxes excluded.

Destination F

Delivery of one (1) Ramp Tow Tractor to:

Major Equipment Section
Bldg 593
CFB/ASU WAINWRIGHT
DENWOOD AB
CANADA

The contact person at destination is: _____

Firm total price of CAD\$_____ **for shipping** of one (1) Ramp Tow Tractor,
Applicable Taxes excluded.

Destination G

Delivery of one (1) Ramp Tow Tractor to:

CFB BORDEN
Major Equipment Section
Bldg O 111
CFB Borden
BORDEN ON L0M 1C0
CANADA

The contact person at destination is: _____

Firm total price of CAD\$_____ **for shipping** of one (1) Ramp Tow Tractor,
Applicable Taxes excluded.

Item 002 – Ramp Tow Tractors (Optional Quantity) - Basis of Payment Type 1

If this option is exercised, the Contractor must deliver, Delivered Duty Paid (named place of destination), Incoterms 2000, in accordance with the Basis of Payment Type 1, up to seven (7) Ramp Tow Tractors ancillary items and deliverables, in accordance with Annex B - Purchase Description.

Manufacturer: _____ Model: _____

Firm unit price of CAD\$_____, per Ramp Tow Tractor, ancillary items and deliverables, Delivered Duty Paid (Contractor's Canadian facility or Contractor's Canadian distribution point) Incoterms 2000, Canadian customs duties and excise taxes included, and Applicable Taxes excluded.

Item 003 - Firm Training - Basis of Payment Type 1

In accordance with the Annex B - Purchase Description, the Contractor must provide (in their identified language) one (1) operator training, one (1) maintainer training and deliverables.

Prices must include the Travel and Living Expenses.

Destination A

Delivery of one (1) operator training in English and one (1) maintainer training in English to:

17 WG WINNIPEG
Major equipment Section
17 Wing Winnipeg, Bldg 129
Logistics Bldg, Door 13
WINNIPEG MB R3J 3Y5
CANADA

The contact person at destination is: _____

Firm total price of CAD\$_____ for one (1) operator training, one (1) maintainer training, deliverables, Travel and Living Expenses, Applicable Taxes excluded.

Destination B

Delivery of one (1) operator training in French and one (1) maintainer training in French to:

BFC Bagotville
Major Equipment Section
3 Ere BFC Bagotville
BAGOTVILLE QC G0V 1A0
CANADA

The contact person at destination is: _____

Firm total price of CAD\$_____ for one (1) operator training, one (1) maintainer training, deliverables, Travel and Living Expenses, Applicable Taxes excluded.

Destination C

Delivery of one (1) operator training in English and one (1) maintainer training in English to:

3 ASG GAGETOWN SUPPLY COMPANY
Major Equipment Section
BLDG B10
CFG Gagetown
Oromocto, NB
OROMOCTO NB E2V 4J5
CANADA

The contact person at destination is: _____

Firm total price of CAD\$_____ for one (1) operator training, one (1) maintainer training, deliverables, Travel and Living Expenses, Applicable Taxes excluded.

Destination D

Delivery of one (1) operator training in French and one (1) maintainer training in French to:

CFB Montreal
Fleet Manager Transport Section
Bâtisse 7 Sud
6363 Notre Dame Est
MONTREAL QC H1N 3V9

CANADA

The contact person at destination is: _____

Firm total price of CAD\$_____ for one (1) operator training, one (1) maintainer training, deliverables, Travel and Living Expenses, Applicable Taxes excluded.

Destination E

Delivery of one (1) operator training in English and one (1) maintainer training in English to:

CFB EDMONTON Garrison
Major Equipment Section
Replenishment Company (CMTT)
107 Street & 137 avenue Bldg C8
Edmonton AB
MONTREAL AB H1N 3V9
CANADA

The contact person at destination is: _____

Firm total price of CAD\$_____ for one (1) operator training, one (1) maintainer training, deliverables, Travel and Living Expenses, Applicable Taxes excluded.

Destination F

Delivery of one (1) operator training in English and one (1) maintainer training in English to:

Major Equipment Section
Bldg 593
CFB/ASU WAINWRIGHT
DENWOOD AB
CANADA

The contact person at destination is: _____

Firm total price of CAD\$_____ for one (1) operator training, one (1) maintainer training, deliverables, Travel and Living Expenses, Applicable Taxes excluded.

Destination G

Delivery of one (1) operator training in English and one (1) maintainer training in English to:

CFB BORDEN
Major Equipment Section
Bldg O 111
CFB Borden
BORDEN ON L0M 1C0
CANADA

The contact person at destination is: _____

Firm total price of CAD\$_____ for one (1) operator training, one (1) maintainer training, deliverables, Travel and Living Expenses, Applicable Taxes excluded.

Item 004 - Optional Training - Basis of Payment Type 2

Operator Training

In accordance with the Annex B - Purchase Description, the Contractor must provide operator trainings and deliverables.

Firm unit price of CAD\$_____ Applicable Taxes excluded, per operator training (English).

Firm unit price of CAD\$_____ Applicable Taxes excluded, per operator training (French).

Maintainer Training

In accordance with the Annex B - Purchase Description, the Contractor must provide maintainer trainings and deliverables.

Firm unit price of CAD\$_____ Applicable Taxes excluded, per maintainer training (English).

Firm unit price of CAD\$_____ Applicable Taxes excluded, per maintainer training (French).

Travel and Living Expenses

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the [National Joint Council Travel Directive](http://www.njc-cnm.gc.ca/directive/index.php?sid=90&hl=1&lang=eng) (<http://www.njc-cnm.gc.ca/directive/index.php?sid=90&hl=1&lang=eng>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

When requested by Canada, the Contractor must provide an estimated cost and relevant information for the travel and living.

Item 005 – Extended Warranty Period - Basis of Payment Type 1

If the warranty period is extended for an additional period of _____ months or _____ hours, whichever comes first, the Contractor will be paid a firm unit price of CAD\$_____ per Ramp Tow Tractor, applicable Taxes are excluded.



ANNEX B

PURCHASE DESCRIPTION

FOR

Ramp Tow Tractor, 2,722 KG (6,000 LB) DBP

ECC 168115

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.

1. SCOPE

1.1. Scope

- a) This Purchase Description details the requirements for ramp towing tractors. The tractors are diesel engine driven, 4x2 and have a 2,722 Kg (6,000 lb) minimum drawbar pull.

1.2. Instructions

- a) Requirements, which are identified by the word “must”, are mandatory. 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.
- c) Where “must” or “will” are not used, the information supplied is for guidance only.
- d) In this document “provided” must mean “provided and installed”.
- e) Where a technical certification is referred to in this specification, a copy of the certification or an acceptable Proof of Compliance must be supplied for the vehicle when requested by the Technical Authority.
- f) Metric measurements are used to define the requirement. Other measurements are for reference only and may not be exact conversions.
- g) Nominal dimensions reflect a method by which materials or products are generally identified, but which differ from the actual measured dimensions.

1.3. Definitions

- a) **“Technical Authority”** - The government official responsible for technical content of this requirement.
- b) **“Equivalent”** - Substitutes and alternatives that are equivalent in product, performance or a standard will be considered for acceptance by the Technical Authority where Proof of Compliance for equivalency for the respective requirement is provided for evaluation.
- c) **“Vehicle”** – The entire vehicle including all systems and sub-systems, in a complete manufactured state in accordance with the requirements in this Purchase Description.
- d) **“5th percentile adult female”** – As defined in the Motor Vehicle Safety Regulations (C.R.C., c. 1038) a person having as physical characteristics a mass of 46.3 kg, height of 1499 mm, erect sitting height of 785 mm, normal sitting height of 752 mm, hip sitting breadth of 325 mm, hip sitting circumference of 925 mm, waist sitting circumference of 599 mm, chest depth of 191 mm, bust circumference of 775 mm, chest upper circumference of 757 mm, chest lower circumference of 676 mm, knee height of 455 mm, popliteal height of 356 mm, elbow rest height of 180 mm, thigh clearance height of 104 mm, buttock-to-knee length of 518 mm, buttock-to-poples length of 432 mm, elbow-to-elbow breadth of 312 mm and seat breadth of 312 mm.
- e) **“95th percentile adult male”** – As defined in the Motor Vehicle Safety Regulations (C.R.C., c. 1038) a person having as physical characteristics a mass of 97.5 kg, height of 1849 mm, erect sitting height of 965 mm, normal sitting height of 930 mm, hip sitting breadth of 419 mm, hip sitting circumference of 1199 mm, waist sitting circumference of 1080 mm, chest depth of 267 mm, chest circumference of 1130 mm, knee height of 594 mm, popliteal height of 490 mm, elbow

rest height of 295 mm, thigh clearance height of 175 mm, buttock-to-knee length of 640 mm, buttock-to-poples length of 549 mm, elbow-to-elbow breadth of 506 mm and seat breadth of 404 mm.

- f) **“Gross Axle Weight Rating (GAWR)”** - The value specified by the vehicle manufacturer as the load-carrying capacity of a single axle system, as measured at the tire-ground interfaces.
- g) **“Gross Vehicle Weight Rating (GVWR)”** - The value specified by the vehicle manufacturer as the loaded weight of a single vehicle.

2. APPLICABLE DOCUMENTS

2.1. Applicable Documents

- a) The following documents form part of this Purchase Description. The dates of issue are those in effect on the date of release of the Request for Proposals (RFP). Canada will not be supplying these documents. Applicable documents are as follows:

CAN/CGSB 3.517 - Diesel Fuel

Canadian Occupational Health and Safety Regulations (COHSR)

SAE Handbook

SAE AIR 1316B – Airline Tow Tractor- Baggage/Cargo Factors for Design Consideration

Tire and Rim Association Handbook

Advisory Circulars 300 Series – Aerodromes and Airports (for additional information and guidance only)

3. REQUIREMENTS

3.1. Standard Design

- a) **Latest Model** - The vehicle design must be the manufacturer's latest model.
- b) **Industry Acceptability** - The vehicle design must have demonstrated industry acceptability by having been manufactured and sold commercially for at least 2 year, or be manufactured by a company that has at least 5 years' experience in design and manufacturing of a comparable type of equipment of equivalent or greater complexity.
- c) **Engineering Certification** - Original manufacturers engineering certification must be provided upon request for major drive train components, and major equipment systems and assemblies, to demonstrate that assemblies are used within their design limitations.
- d) **Regulations** – The vehicle must conform to all applicable laws, regulations and industrial standards governing manufacture, safety, noise levels and pollution in effect in Canada at the time of manufacture. International equivalent laws, regulations, and industrial standards will be accepted only if certified for equivalency by a professional engineer.
- e) **Published Ratings** - The vehicle must have system and component capacities equivalent to published ratings (i.e. product or component brochures).

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- f) **Standard Components** - The vehicle must include all standard components, equipment and accessories for the model offered, although they may not be specifically described in this Purchase Description.
 - g) **Spare Parts** - The manufacturer must ensure that components and parts used are readily available for a minimum period of ten (10) years from the date of manufacture.

3.2. Operating Conditions

3.2.1. Weather

- a) The vehicle must operate under the extremes of weather conditions found in Canada in temperatures ranging from -46 to 39° C (-50.8 to 102° F) and cold starting from -40° C (-40 °F) with external aids as specified in Paragraph 3.6.2.

3.2.2. Terrain

- a) The vehicle must be operable on concrete and asphalt surfaces that include year round operations on rain, snow, hard packed snow and ice with up to 2.0% (percent) slope in all weather conditions.

3.3. Safety Standards

3.3.1. Noise Level

- a) The vehicle noise level must meet the requirements of legislation relative to Canadian Occupational Health and Safety Regulations (COHSR).

3.3.2. Human Factors Engineering

- a) The vehicle, all systems, and components must comply with the relevant sections of the COHSR.
- b) The vehicle must be manufactured/assembled for safety and ease of use by Canadian Armed Forces (CAF) users with anthropometric characteristic measurements ranging from 95th percentile male to 5th percentile female.
- c) The vehicle must have entry and exit points equipped with handles and steps sized and positioned to accommodate CAF users with anthropometric characteristic measurements ranging from 95th percentile male to 5th percentile female.
- d) The vehicle must be equipped, with warning and instruction plates, non-slip walking surfaces and heat shields, for operator safety.

3.4. Vehicle Performance and Weight Ratings

3.4.1. Performance

- a) The unladen vehicle must achieve a speed of at least 21 km/h (13 mph).
- b) The vehicle must provide a minimum Drawbar Pull of 2,722 kg (6,000 lb) on dry level concrete.
- c) The vehicle must tow a minimum of 9,298 kg (20,500 lb) on wet level concrete.

3.4.2.Weight Ratings

- a) The GVWR of the vehicle must not be less than the sum of the unloaded vehicle mass, the cargo carrying capacity, and the product obtained by multiplying the designated seating capacity by 68kg and as defined in the Motor Vehicle Safety Regulations (C.R.C., c. 1038).
- b) Each GAWR must be equal to or less than the load rating of the weakest component in the axle system, i.e., axle housing, suspension, wheels, tires, etc.
- c) The total load on each axle of the vehicle must not exceed the GAWR for that axle.

3.5. Frame

- a) The frame must be manufactured for use in all conditions specified in Paragraphs 3.2, 3.3 and 3.4.
- b) The chassis must be a rigid frame, not an articulated design.

3.6. Engine

- a) The engine must operate on ultra-low sulphur diesel fuel to the CAN/CGSB Standard 3.517 and meet the latest emission standards.

3.6.1.Engine Components

- a) A replaceable air filter(s) must be provided.
- b) A cooling system must be provided.
- c) A combustion air cleaning system must be provided, with an air cleaner restriction indicator visible to the operator.
- d) A full flow replaceable oil filter must be installed.
- e) An engine shutdown or de-rate system must be provided, including a visual warning indicator visible from the operator position.

3.6.2.Cold Weather Starting Aids

- a) Low temperature engine starting aids must be provided to meet the operating conditions in Paragraph 3.2.1.
- b) A thermostatically controlled water separator/fuel filter must be provided to preheat diesel fuel prior to starting.
- c) A 110-volt battery heater(s), blanket or pad must be provided.
- d) All cold weather aids must be connected with a cover-protected, external electrical power plug, powered through dedicated shoreline receptacles.
- e) The cold weather aid receptacles must be grouped together.

3.6.3.Exhaust System

- a) The vehicle must be equipped with an exhaust system shielded to prevent personnel contacting a heated surface.

- b) The exhaust system must prevent entry of rain.

3.7. Fuel Tank(s)

- a) A fuel tank(s) must be provided for the engine.
- b) If more than one fuel tank is used, separate fuel gauges must be provided.

3.8. Transmission

- a) The vehicle must be equipped with fully automatic or hydrostatic drive transmission.
- b) The transmission must have an oil heater, if required to meet the operating conditions specified in Paragraph 3.2.
- c) The transmission must have an oil cooler, if required to meet the operating conditions specified in Paragraph 3.2.
- d) The transmission must have a replaceable oil filter.
- e) The transmission shift control must clearly indicate the position of the shift column under all lighting conditions.
- f) The transmission must include a "Park" or "Neutral" starting interlock.
- g) A means to measure oil level must be provided.
- h) An audible back-up alarm must be installed to alert personnel that the vehicle transmission is in reverse.

3.9. Braking System

- a) The vehicle must be equipped with a power assisted (air, hydraulic, electric, etc.) braking system.
- b) If an air brake system is provided, the braking system must include a wet tank reservoir.
- c) If an air brake system is provided, the braking system must include an automatic air dryer.

3.9.1. Parking Brake

- a) The vehicle must be equipped with a parking brake.
- b) The parking brake control must be positioned so it will not interfere with the operator or snag their clothing when entering or exiting the vehicle.

3.10. Suspension System

- a) The vehicle must be equipped with a suspension system.
- b) The suspension system must be provided with double acting shock absorbers on all axles, if required.
- c) If an air system is provided, it must include immediate response automatic ride height control.
- d) If an air system is provided, a heated automatic air tank drain valve must be provided.

3.11. Steering

- a) The vehicle must be provided with a front-wheel power steering system.

3.12. Wheels, Rims and Tires

- a) Tires and rims must be selected in accordance with the Tire and Rim Association Handbook.
- b) Tires must have a tread pattern for use in the operating conditions described in Paragraph 3.2.
- c) The wheels, tires and rims must include valve extensions for inner tires, if used, to allow for easy access.
- d) For each tire size provided, one full size spare tire assembly must be delivered with each vehicle.

3.13. Cab

- a) The vehicle must be equipped with a two-person weatherproof cab.
- b) The cab must be designed to provide maximum visibility to the operator.
- c) Driver and passenger seats must be provided with weatherproof cushioning.
- d) The seats must be adjustable in the fore and aft positions.
- e) The seats must have retractable seat belts.
- f) Two (2) lockable doors must be provided equipped with safety stops and be keyed alike.
- g) The doors must be provided with sliding windows.
- h) A rear cab window must be provided.
- i) The rear cab window must be equipped with a windshield wiper.
- j) A ventilation/heater and defrosting system must be provided, with a multi-speed fan, applicable for the operating conditions as specified in Paragraph 3.2.1.
- k) A powered windshield washer system must be provided with multi-speed wipers, where the wiper blades do not travel from a vertical center windshield position to a horizontal position near the roof line.
- l) The cab floor or floor mats must be weatherproof.
- m) A document holder must be provided.
- n) Rotating interior sun visors must be installed.
- o) A back-up camera system must be installed in the cab with a screen size of at least 17.7 cm (7 inches) that displays in colour.
- p) Two heavy-duty, powered and heated exterior side mirrors, with convex section, must be provided with in-cab controls.

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- q) The cab must be equipped with a 2.3 kg (5 lb) ULC approved and rechargeable dry chemical fire extinguisher, type 3A10BC, equipped with a pressure gauge, service inspection tag, and accessible to the operator.

3.14. Application Equipment

- a) Two cable activated couplers, one in the front and one in the rear, with a drawbar pull of 30,000 lbs and a vertical load rating of 7,500 lbs must be provided.
- b) The couplers must have cable-release located near the driver's seat.
- c) The cables must be a wire rope and compatible with the coupler.
- d) The cables must be provided firmly affixed.
- e) The couplers must be a Holland Coupler model CP-400-CA or equivalent.
- f) Removable ballasts, if required, must consist of cast blocks or welded steel plate. Liquid or granular ballasts will not be accepted.
- g) Anti-skid material must be provided on walking surfaces of the deck, the vehicle floor and any other surfaces that may require an operator to stand on for operation and maintenance functions, including the brake pedal.
- h) A convex mirror to provide visibility to the front hitch must be installed at the front of the vehicle.
- i) A basket to carry aircraft wheel chocks, hazmat spill kits and cargo straps must be provided.

3.15. Accessories

- a) Front licence plate holder must be provided.
- b) Rear licence plate holder with LED light must be provided.

3.16. Lubricants and Fluids

- a) All lubricants and fluids provided must meet the operating conditions specified in Paragraph 3.2.1.

3.17. Electrical System

- a) The vehicle must be equipped with a 12-volt electrical system
- b) Wiring must be protected by insulating grommets, where passing through metal.
- c) Heavy-duty, maintenance free batteries must be provided in an enclosure and secured in an accessible location.
- d) A master disconnect switch, accessible from the ground, must be provided.

3.18. Lighting

- a) The vehicle must be equipped with LED lights only, which includes: type signal, marker, tail, stop, clearance, licence plate, and back-up lights. Halogen headlights will be accepted.
- b) Lights must be recessed or otherwise protected from damage with all components accessible for servicing.

- c) Instrument panel lights must be provided and be dimmable.
- d) At least one (1) amber coloured beacon or strobe light mounted on the highest point of the vehicle when the boom is stowed must be provided.
- e) All controls for the lights must be located in the cab.

3.19. Controls

- a) Each control must be permanently marked to identify the function, in both English and French or international symbols as defined by SAE J1362.
- b) Controls must not restrict the operator's field of view.

3.20. Instruments

- a) Instruments must be metric and visible to the seated operator in all lighting conditions.
- b) An ammeter, voltmeter or charging indicator must be provided.
- c) An engine coolant temperature indicator must be provided.
- d) An engine oil pressure indicator must be provided.
- e) An hour-meter with numeric display, which accurately records accumulated engine running time up to at least 9,999 hours must be provided.
- f) A fuel level indicator must be provided.
- g) A speedometer must be provided.
- h) An engine tachometer must be provided.

3.21. Paint

- a) All metal surfaces must be protected.
- b) The prime coating must be a high durability, corrosion resistant type, such as an epoxy.
- c) The colour must be Dupont Axalta 750206 E B Penn Dot Yellow or equivalent.

3.22. Retroreflective Tape

- a) Retroreflective tape must be placed on the vehicle on all extremities of the vehicle and operator cab and along the vehicle body.

3.23. Corrosion Protection

- a) The vehicle must be designed and manufactured to prevent galvanic corrosion.
- b) The materials used in the vehicle manufacturing must resist damage or deterioration as a result of cleaning with hot or cold water, steam, or detergents (such as automotive cleaning products).
- c) A commercial rust prevention coating must be applied to the vehicle, such as Krown Rust Control or Rust Check or equivalent.

- d) A decal and warranty papers for the rust prevention coating must accompany the vehicle.

3.24. Warning, Markings and Instruction Plates

- a) All identification, instructional, and warning labels must be bilingual (English/French) or International symbols defined in SAE J1362.
- b) All identification, instructional, and warning labels must within view of the operator.
- c) All gauges and controls and must be permanently labelled.

3.24.1. Vehicle identification

- a) The vehicle identification information must be permanently affixed in a conspicuous and protected location.
- b) Identification information must include the manufacturer's name, model number, serial number, and model year.
- c) Identification information must include the GVWR and GAWR ratings.

4. INTEGRATED LOGISTIC SUPPORT

4.1. Vehicle Manuals

- a) All manuals required for the description, operation, maintenance and repair of the complete equipment, including sub-systems, must be provided.

4.1.1. Operator's Manuals

- a) The operator's manuals must be bilingual (English/French).
- b) The operator's manuals must include instructions for the safe operation of the vehicle.
- c) The operator's manuals must include daily operator maintenance instructions/checks (including lubrication).
- d) The operator's manuals must include safety warnings.
- e) The operator's manuals must include hand signals (as necessary).
- f) The operator's manuals must include instructions for the preparation of the vehicle for air transportability.

4.1.2. Parts Manual(s)

- a) The parts manual(s) must be in English (bilingual is desirable).
- b) The parts manual must have illustrations showing all components of the vehicle including equipment and accessories from other manufacturers that are supplied to meet the requirements of the contract, with numbers for the itemization of the parts.
- c) The parts manual must have a listing for all itemized parts showing the Original Equipment Manufacturers (OEM) part number, the part name and a brief description of the item.

- d) The parts manual must cross reference the OEM part number to the correct illustration and item number.
- e) The parts manual must have a representation of bilingual (English/French) warning signs and identification labels delivered on the equipment.

4.1.3.Maintenance Manuals

- a) The maintenance manual must be English (French translation is desirable).
- b) The maintenance manual must include a trouble shooting guide, showing the steps and tests required to determine the exact cause of a problem and an explanation of the steps required to correct a problem.
- c) The maintenance manual must include a listing of the necessary tolerances, torque levels, fluid volume, and special tools as per Paragraph 4.3.4 (including item part numbers).
- d) The maintenance manual must include information on the order of disassembly and assembly of the systems and components of the vehicle.
- e) The maintenance manuals must include instructions for the preparation of the vehicle for air transportability.

4.1.4.Manual Delivery to Technical Authority

- a) Sample manuals must be submitted to the Technical Authority (TA) prior to the delivery of the vehicle/trailer for each model and or sub-system for approval. Sample manuals will not be returned. TA will provide approval or comments on the manuals within 30 days.
- b) One (1) complete set of approved manuals (Operator's, Maintenance, and Parts) in electronic format must be delivered to the Technical Authority.

4.1.5.Manual Delivery with Vehicle

- a) One (1) complete set of approved manuals (Operator's, Maintenance, and Parts) must accompany each vehicle.
- b) The approved manuals must be in paper and electronic format.

4.1.6.Electronic Format

- a) Approved copies of the electronic format approved manuals must be delivered on CD/DVD-ROM.
- b) CD/DVD-ROM must not require installation, password and/or Internet connection to be accessed and be an unlocked PDF in a searchable format.

4.1.7.Provisional Manuals

- a) In the event that approved manuals are not available at the time of delivery of the equipment, manuals marked "Provisional" must be supplied with the equipment.
- b) The contractor must deliver replacement approved manuals to all destinations where Provisional manuals were delivered.

4.1.8.Manual Supplements

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- a) The contractor must supply approved manual supplements (Operator's, Maintenance and Parts) to support dealer-installed equipment not covered in the Vehicle Manuals.
 - b) Approved manual supplements must be delivered in accordance with Paragraphs 4.1.4 and 4.1.5.

4.1.9.Changes to Manuals

- a) During the period of the contract, changes to equipment, which affect the contents of manuals, must be reflected in the revision of the electronic and paper version of the manuals.
- b) Changes to the manuals must conform to the same format and presentation requirements as the original approved manuals.
- c) The revised electronic version of the manual must be sent to the Technical Authority by the Contractor.

4.2. Warranty Letter

- a) The warranty letter must include additional warranty coverage of sub-systems and a copy of the warranty letter from each sub-system's Original Equipment Manufacturer (OEM).
- b) The warranty letter must include warranty period as negotiated in the contract.
- c) The warranty letter must include Contractor contact information, name and phone number, for warranty support.

4.2.1.Warranty Letter Delivery

- a) The Contractor must provide a bilingual warranty letter to the Technical Authority and with each vehicle. If the Technical Authority requires the letter to be in DND format, then they will provide the Contractor a template for the DND acceptable format of the warranty letter.

4.3. Other ILS Deliverables to Technical Authority

4.3.1.Data Summary

- a) The Contractor must provide a bilingual (English/French) Data Summary for each make/model/configuration of vehicle by completing Technical Authority's template with data and a vehicle picture. The Technical Authority will provide the template after Contract Award.

4.3.2.Photographs

- a) The Contractor must provide photographs in colour, taken against a plain background, and in digital JPEG format with a minimum 10 megapixel resolution.
- b) One left front three-quarter view of a completed unit must be provided.
- c) One right rear three-quarter view of a completed unit must be provided.

4.3.3.Dimensioned Drawing

- a) One (1) side and one (1) front view sketch showing the dimensions must be provided. Brochure sketches are acceptable.

4.3.4.Special Tools List - The Contractor must provide an itemized list of specific special tools required for the servicing and repair of the vehicle and include:

- a) Item name;
- b) Contractor's part number;
- c) Manufacturer's part number (OEM);
- d) Quantity recommended per delivery location;
- e) Unit price; and
- f) Unit of issue.

4.3.5.Preventive Maintenance Replacement Parts Kit List (PMRPKL) - The contractor must provide a list detailing the parts that are required to perform preventive maintenance to the system for a period of 12 months, and include:

- a) Item name;
- b) Contractor's part number;
- c) Manufacturer's part number (OEM);
- d) Manufacturer's NATO Supply code (NCAGE) or name and address;
- e) NSN (NATO Stock Number) (if known);
- f) Quantity per equipment;
- g) Quantity recommended;
- h) Unit price; and
- i) Unit of issue.

4.3.6.Recommended Spare Parts List (RSPL) - The Contractor must provide a list detailing the spare parts deemed necessary to maintain the vehicle for a period of 24 months exclusive of any warranty period, and include:

- a) Item name;
- b) Contractor's part number;
- c) Manufacturer's part number (OEM);
- d) Manufacturer's NATO Supply code (NCAGE) or name and address;
- e) NSN (NATO Stock Number) (if known);
- f) Quantity per equipment;
- g) Quantity recommended;
- h) Unit price; and
- i) Unit of issue.

4.3.7. Cataloguing Information

- a) The contractor must provide the Technical Authority, upon request, the information necessary to catalogue the parts for the vehicle.
- b) The cataloguing information must include the NSN of the part, if known.
- c) If the NSN is provided no other supporting technical data needs to be provided for that item.
- d) If the NSN is not provided, then the information must be sufficient to allow the Technical Authority to identify, classify and fully describe the part(s) to a NATO standard. This could include specifications, standards, drawings, or catalogues with brief description(s) of relevant dimensional, material, mechanical, electrical and physical/ performance characteristics. Drawings sent to the Technical Authority will not be sent to other suppliers for production and will remain the property of the contractor.

4.4. Safety Recalls and Servicing Data

- a) Safety recalls, and manufacturer's technical service bulletins, or equivalent must be provided to the technical authority and the final delivery locations on a continuing basis, throughout the life expectancy of the vehicle or for a minimum of 10 years.

4.5. Initial Parts Kit

- a) One initial parts kit must be delivered with each vehicle.
- b) Each kit must include a complete set of filters and filter elements, as well as other components or parts, from the Original Equipment Manufacturer (OEM) required in the first 12 months of service.

4.6. Training

4.6.1. Operator Training

- a) The Contractor must provide an operator training course.
- b) The course must be given at the delivery destinations.
- c) The course must be available in both official languages.
- d) The course must have minimum duration of one (1) day to provide training for up to eight (8) operators and have the final dates arranged with the Technical Authority.
- e) The course must have a syllabus or course outline and schedule available for review and approval by the Technical Authority seven (7) days prior to the course commencement date.
- f) After completion of the course the Contractor must have a "PROOF OF OPERATOR TRAINING" certificate signed by a Crown Representative for the destination. The Technical Authority will supply this document in an electronic format.

4.6.2. Operator Training Curriculum

- a) Safety precautions to be observed while operating and servicing the vehicle must be included in the curriculum.
- b) Vehicle operating characteristics must be included in the curriculum.

- c) Vehicle operating procedures must be included in the curriculum.
- d) Pre-operating and pre-shutdown procedures must be included in the curriculum.
- e) Daily/weekly operator servicing procedures must be included in the curriculum.
- f) The preparation of the vehicle for air transportability must be included in the curriculum.
- g) A minimum of two (2) hours practical operating experience, per operator, must be provided.

4.6.3.Maintenance Training

- a) The Contractor must provide a maintenance training course.
- b) The course must be given at the delivery destinations.
- c) The course must be available in both official languages.
- d) The course must have a minimum duration of one (1) day to provide training of up to eight (8) maintenance personnel and have the final dates arranged with the Technical Authority.
- e) The course must have a syllabus or course outline and schedule available for review and approval by the Technical Authority seven (7) days prior to the course commencement date.
- f) After completion of the course, the Contractor must have a "PROOF OF MAINTENANCE TRAINING" certificate signed by a Canada Representative for the destination. The Technical Authority will supply this document in an electronic format.

4.6.4.Maintenance Training Curriculum

- a) Operator's training detailed in Paragraph 4.6.2 must be included in the curriculum.
- b) Operation and maintenance safety precautions must be included in the curriculum.
- c) Preventive maintenance including servicing schedules (10 % of classroom time) must be included in the curriculum.
- d) Trouble shooting, testing, and adjustments (70 % of classroom time) must be included in the curriculum.
- e) Utilization of special tools and test equipment must be included in the curriculum.

4.6.5.Training Materials

- a) Training materials must be provided to each attendee and be available in French for locations in Quebec.
- b) Training materials must include a list of topics to be covered.
- c) Training materials must include an approximate timetable showing when topics are scheduled to be covered and how much time is scheduled for each topic.
- d) Training materials must list any reference material.

**ANNEX C
MANDATORY TECHNICAL CRITERIA EVALUATION**

Technical Mandatory Criteria			
Purchase Description Reference	Purchase Description Requirement	Bid Evaluation Requirement	Location in Bid Proposal
3.4.1	<p><u>Performance</u> a) The unladen vehicle must achieve a speed of at least 21 km/h (13 mph).</p>	Substantive Information	
3.4.1	<p><u>Performance</u> b) The vehicle must provide a minimum Drawbar Pull of 2,722 kg (6,000 lb) on dry level concrete.</p>	Substantive Information	
3.4.1	<p><u>Performance</u> c) The vehicle must tow a minimum of 9,298 kg (20,500 lb) on wet level concrete.</p>	The Bidder must provide calculations to demonstrate that the vehicle can tow a minimum of 9,298 kg (20,500 lb) on wet level concrete.	
3.4.2	<p><u>Weight Ratings</u> c) The total load on each axle of the vehicle must not exceed the GAWR for that axle.</p>	The Bidder must provide load calculations to demonstrate that the load on each axle does not exceed the GAWR of each axle.	

**ANNEX D
ELECTRONIC PAYMENT INSTRUMENTS**

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

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI); or
- Wire Transfer (International Only).

**ANNEX E
LIST OF NAMES**

All suppliers, regardless of their status under the policy, must submit the following information when participating in a procurement processor real property transaction:

- a. suppliers that are corporate entities, including those bidding as joint ventures, must provide a complete list of the names of all current directors or, for a privately owned corporation, the names of the owners of the corporation;
- b. suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, must provide a complete list of the names of all owners; or
- c. suppliers that are a partnership do not need to provide a list of names.

During the evaluation of bids or offers, a supplier must, within ten (10) business days, inform the Contracting Authority in writing of any changes affecting the list of names submitted.

During performance of a Contract or real property agreement, a supplier has a continuing obligation to inform the Registrar of Ineligibility and Suspension in writing, within ten (10) business days, of:

- a. any charge, conviction or other circumstance relevant to the policy with respect to itself, its affiliates and its first-tier subcontractors; and
- b. any change affecting the list of names submitted.

Canada may verify information provided by a supplier at any time during the period of a Contract or real property agreement or the period during which any other instrument (e.g., Standing Offer, Supply Arrangement) is valid. Canada may request additional information, including validations from a third party, consent forms and other evidentiary elements, proving such matters as identity and eligibility to Contract or enter into a real property agreement with Canada. The supplier must provide the requested information within the time specified. Failure to do so may render the supplier ineligible to Contract or enter into a real property agreement with Canada.

Name: _____	Position: _____

ANNEX F
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____ (YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a [federally regulated employer](#) being subject to the [Employment Equity Act](#).
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current [Agreement to Implement Employment Equity](#) (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the [Agreement to Implement Employment Equity](#) (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions).