



National Defence

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: National Defence Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefore.

Proposition à : Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments - Commentaires

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

By e-mail to: - Par courriel au :
DLP53BidsReceiving.DAAT53Receptiondessoumissions@forces.gc.ca

Attention: - Attention :

| | |
|--|---|
| Title - Sujet Self-Propelled Articulating Booms Nacelles élévatrices articulées automotrices | |
| Solicitation No. N° de l'invitation W8476-226551/A | Date of Solicitation Date de l'invitation 17 January 2022 – 17 janvier 2022 |
| Address enquiries to: - Adresser toute demande de renseignements à : Martin Rhéaume E-Mail Address - Courriel Martin.Rheaume@forces.gc.ca | |
| Destination See herein - Voir aux présentes | |

Instructions: Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

Instructions : Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

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

Solicitation Closes - L'invitation prend fin

At - à :
2:00 PM - 14:00

On - le :
28 February 2022 - 28 février 2022

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

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PART 1 - GENERAL INFORMATION

1.1 Requirement

- A. The Department of National Defence (DND) has a requirement to procure a total of quantity 4 Self-Propelled Articulating Booms in various configuration for delivery to Canadian Armed Forces Base Valcartier. The requested delivery date is 120 days. An option for quantity 4 additional Self-Propelled Articulating Booms in various configurations is included for delivery within Canada.
- B. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6.

1.2 Security Requirements

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

1.3 COVID-19 vaccination requirement

- A. This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

1.4 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

A. All instructions, clauses and conditions identified in this document and any of its attachments by number, date, and title are either:

- (i) Set out in the Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada; or
- (ii) Included as attachments.

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

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

C. The 2003 (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):

- (i) Section 02, Procurement Business Number, is deleted in its entirety;
- (ii) Section 05, Submission of bids, subsection 3, is deleted in its entirety;
- (iii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - d. send its bid only to the location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
- (iv) Section 05, Submission of bids, subsection 4, is amended as follows:
 - Delete: 60 days
 - Insert: 90 days
- (v) Section 06, Late bids, is deleted in its entirety;
- (vi) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:
 - 07 Delayed bids
 - 1. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- (vii) Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety.
- (viii) Section 20, Further information, subsection 2, is deleted in its entirety.

2.2 Submission of Bids

A. Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.

2.2.1 Electronic Submissions

- A. Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed 5 megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

2.3 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- B. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Improvement of Requirement During Solicitation Period

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- A. Canada requests that Bidders provide their bid in separate sections as follows:
- Section I: Technical Bid: 1 soft copy in PDF format by e-mail;
- Section II: Financial Bid: 1 soft copy in PDF format by e-mail;
- Section III: Certifications: 1 soft copy in PDF format by e-mail; and
- Section IV: Additional Information: 1 soft copy in PDF format by e-mail.
- C. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- D. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (i) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and
 - (ii) Use a numbering system that corresponds to the bid solicitation.
- F. Bidders must demonstrate their compliance with the attachment to Part 4 entitled Evaluation Criteria. of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.

3.2 Section I: Technical Bid

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

3.2.1 Substitutes and Alternatives

- A. Bidders may propose substitutes and alternatives where equivalent is indicated in the Annex entitled Requirement.
- B. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance as detailed in the Annex entitled Requirement, will be considered for acceptance where the Bidder:
- (i) Clearly identifies a substitute and/or an alternative;
 - (ii) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
 - (iii) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
 - (iv) Provides complete specifications and brochures, where applicable;
 - (v) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the Annex entitled Requirement; and
 - (vi) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.
- C. Substitutes and alternatives offered as equivalent in form, fit, function quality and performance will not be considered for acceptance by the Technical Authority if:

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

D. Bidders are encouraged to offer or suggest green products whenever possible.

3.3 Section II: Financial Bid

A. Bidders must submit their financial bid in accordance with the attachment to Part 4 entitled Pricing Schedule.

3.3.1 Electronic Payment of Invoices - Bid

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

3.3.2 Exchange Rate Fluctuation

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

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

A. In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation, or final amendment, as applicable;
- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and e-mail address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;

3.5.1 Delivery Date(s)

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

3.5.1.1 Firm Goods and Services

A. Delivery of the Firm Goods and/or Services is requested on or before 120 days from date of contract. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of either a fixed date or a period of time from contract award. Failure to submit a date or time period will be taken as acceptance of delivery within the requested timeframe.

3.5.1.2 Optional Goods and Services

- A. Should an option be exercised for optional quantities, delivery of the Optional Goods and/or Services is requested on or before 120 days from date of amendment. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of a period of time from date of amendment. Failure to submit a time period will be taken as acceptance of delivery within the requested timeframe.

3.5.2 Warranty Period

3.5.2.1 Manufacturer's Standard Warranty Period

- A. Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the equipment and components that exceeds the minimum warranty period of 12 months. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/subassemblies will form part of the proposed contract.

3.5.2.2 Extended Warranty Period

- A. Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the Manufacturer's Standard Warranty Period.
- B. If the Bidder indicates that an extended warranty period is being offered, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any ancillary items.
- C. Any extended warranty period offered will not be included in the financial evaluation.

ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

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

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

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

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

4.1.2 Financial Evaluation

4.1.2.1 Firm Goods and/or Services

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

4.1.2.2 Optional Goods and/or Services

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

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

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

ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

See attached document entitled:

“Technical Evaluation Matrix - Articulating Boom lifts (Configurations 1 and 2) dated 2022-01-07”.

ATTACHMENT 2 TO PART 4 - PRICING SCHEDULE

1. General

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

2. Firm Goods and/or Services

2.1 Self-Propelled Articulating Booms

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

| Item | Delivery Point | Quantity Required (A) | Firm Unit Price (B) | Sub-Total (C = A x B) |
|--------------------------|--------------------------------------|-----------------------|---------------------|-----------------------|
| 001 | CFB Valcartier, QC – Configuration 1 | 1 | \$ | \$ |
| 002 | CFB Valcartier, QC – Configuration 1 | 1 | \$ | \$ |
| 003 | CFB Valcartier, QC – Configuration 2 | 1 | \$ | \$ |
| 004 | CFB Valcartier, QC – Configuration 2 | 1 | \$ | \$ |
| Total (D = sum C) | | | | \$ |

3. Optional Goods and/or Services

3.1 Self-Propelled Articulating Booms

- A. The Firm Unit Price(s) include(s) associated specifications and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) destination (Shipping Costs excluded in accordance with Annex B), Incoterms 2010:

| Item | Quantity of Optional Items (E) | Firm Unit Price (F) | Total (G = E x F) |
|--------------------------|--------------------------------|---------------------|-------------------|
| 005 Configuration 1 | 1 | \$ | \$ |
| 006 Configuration 2 | 1 | \$ | \$ |
| 007 Configuration 1 | 1 | \$ | \$ |
| 008 Configuration 2 | 1 | \$ | \$ |
| Total (H = sum G) | | | \$ |

3.2 Familiarization Training

- A. The Firm Unit Price(s) include(s) associated services and deliverables, as per Annex A, Requirement, and excludes travel and living expenses:

| Item | Language | Quantity of Optional Items (I) | Firm Unit Price (J) | Sub-Total (K = I x J) |
|--------------------------|------------------------------|---|--------------------------------|----------------------------------|
| 010 | English, French or Bilingual | 4 | \$ | \$ |
| Total (L = sum K) | | | | \$ |

4. Price of the Bid

| | |
|------------------------------------|----|
| Grand Total (P = D + H + L) | \$ |
|------------------------------------|----|

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1 General

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- C. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1.2 Certifications - Contract

- A. Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

5.2 Certifications Required with the Bid

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

5.2.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2.2 COVID-19 vaccination requirement certification

- A. In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification:

I, _____ (first and last name), as the representative of _____ (name of business) pursuant to _____ (insert solicitation number), warrant and certify that all personnel that _____ (name of business) will provide on the resulting Contract who access federal government workplaces where they may come into contact with public servants will be:

(a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or

(b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

I certify that all personnel provided by _____ (name of business) have been notified of the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel, and that the _____ (name of business) has certified to their compliance with this requirement. I certify that the information provided is true as of the date indicated below and will continue to be true for the duration of the Contract. I understand that the certifications provided to Canada are subject to verification at all times. I also understand that Canada will declare a contractor in default, if a certification is found to be untrue, whether made knowingly or unknowingly, during the bid or contract period. Canada reserves the right to ask for additional information to verify the certifications. Failure to comply with any request or requirement imposed by Canada will constitute a default under the Contract.

Signature: _____
Date: _____ .

Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.

5.3 Certifications Precedent to Contract Award and Additional Information

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

5.3.1 Integrity Provisions - Required Documentation

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

5.3.2 Federal Contractors Program for Employment Equity - Bid Certification

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

5.3.3 Product Conformance

- A. Configuration 1 - The Bidder certifies that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of Annex A, Requirement. This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

Signature of Bidder's Authorized Representative Date

- B. Configuration 2 - The Bidder certifies that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of Annex A, Requirement. This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

Signature of Bidder's Authorized Representative

Date

ATTACHMENT 1 to Part 5 - 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)

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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

6.2 Requirement

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

6.2.1 Technical Changes, Substitutes, and Alternatives

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

6.2.2 Optional Goods and/or Services

- A. The Contractor grants to Canada the irrevocable option to acquire the goods, services, or both described at Annex A, Requirement and Annex B, Basis of Payment, 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.
- B. Upon request, the Contractor must submit a quote for the Shipping Costs of Optional Goods, in the quantity and to the destination(s) specified by the Contracting Authority. Canada reserves the right to negotiate this price.
- C. The Contracting Authority may exercise the option within 12 months after contract award by sending a written notice to the Contractor.
- D. The option may be exercised in whole or in part or in more than one occasion, up to the maximum quantity identified in Annex B, Basis of Payment.
- E. 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

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

6.3.1 General Conditions

- A. 2010A (2021-12-02), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:

- (i) Article 01, Interpretation, definition of "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

- (ii) Article 09, Warranty, subsections 1 and 2 are deleted in their entirety and replaced with the following:

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 12 months after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

6.3.2 Existing Technical Publications - Translation

- A. The Contractor grants to Canada a non-exclusive, perpetual, irrevocable and royalty-free license to translate and reproduce for government use all or any part of the technical publications supplied with the equipment delivered under the Contract. Copyright in the translation made by Canada or by independent contractors engaged by Canada will belong to Canada.

6.3.3 Compliance with on-site measures, standing orders, policies and rules

- A. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

6.3.4 Suspension of the work

- A. 1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 23 or 24 of general conditions 2010A.
2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.

3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

6.4 Term of Contract

6.4.1 Delivery Dates

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

6.4.2 Delivery Points

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

B. The Contractor must deliver the goods by appointment only. The Contractor is responsible for contacting the Contracting Authority in advance of shipping to obtain the contact information for the delivery point(s). The Contractor or its carrier must arrange delivery appointments by contacting the delivery point(s). The consignee(s) may refuse shipments when prior arrangements have not been made. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

6.5 Authorities

6.5.1 Contracting Authority

A. The Contracting Authority for the Contract is:

Name: Martin Rhéaume
Position: DLP 5-3
Address: Department of National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
E-mail: martin.rheaume@forces.gc.ca

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

6.5.2 Technical Authority

A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

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

- B. The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.5.4 After Sales Service

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

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

6.6.1.1 Firm Unit Price(s)

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B for a cost of \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.

6.6.1.2 Cost reimbursable – Limitation of expenditure

- A. The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, and profit, in accordance with the Basis of payment in Annex B, to a limitation of expenditure of \$[amount to be detailed in the resulting contract amendment]. Customs duties are included and Applicable Taxes are extra.

6.6.2 Limitation of Price

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

6.6.3 Method of Payment

6.6.3.1 Multiple Payments

- A. Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:
- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
 - (ii) all such documents have been verified by Canada; and
 - (iii) the Work delivered has been accepted by Canada.

6.6.4 Electronic Payment of Invoices

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

[List to be updated in the resulting contract]

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

6.7 Invoicing

6.7.1 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must contain or be supported by the applicable documents:
- (i) The serial number(s), or a copy of the New Vehicle Information Statement (NVIS) containing the Vehicle Identification Number(s) (VIN);
 - (ii) A copy of proof(s) of training
 - (iii) A copy of time sheets to support the time claimed
 - (iv) A copy of the release document and any other documents as specified in the Contract;
 - (v) Original copies of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 - (vi) A copy of invoices or receipts for Shipping Costs;
 - (vii) A copy of the monthly progress report;
 - (viii) A description of the Work delivered; and
 - (ix) A breakdown of the cost elements.
- C. Invoices must be distributed as follows:

- (i) The invoice along with any required supporting documentation must be forwarded to the Contracting Authority for certification and payment at:

Email: **[email to be detailed in the resulting contract]**
- (ii) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Contracting Authority in its covering e-mail.

6.7.2 Holdback

- A. A 10% holdback will apply on any due payment of the following:
 - (i) Items 001, 002, 003 and 004 as per Annex B; and
 - (ii) If exercise, Items 006, 007, 008 and 009 as per Annex B.
- B. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous invoice.
- C. Release of the 10% holdback is conditional upon receipt and certified acceptance of all Work under this Contract.
- D. Invoicing instructions for the holdback are as detailed in the clause entitled "Invoicing Instructions".

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

- A. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:
 - (i) The Articles of Agreement;
 - (iii) The General Conditions 2010A (2021-12-02), General Conditions - Goods (Medium Complexity);
 - (iii) Annex « A », Requirements;
 - (iv) Annex « B », Basis of Payment;
 - (v) the Contractor's bid dated **[date to be specified in the resulting contract]**, as clarified on **[date to be specified in the resulting contract, if required]**, and as amended on **[date to be specified in the resulting contract, if required]**.

6.11 Defence Contract

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

6.12 Insurance - No Specific Requirement

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

6.13 Inspection and Acceptance

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

6.14 Post-Contract Award Meeting

- A. Within 10 days of the date of Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Contracting Authority to review technical and contractual requirements. The Contractor must prepare and distribute the minutes of the meeting within 5 calendar days after the completion of the meeting. The meeting will be held at the Contractor's facility or via teleconference at Canada's discretion at no additional cost to Canada, with representatives of the Contractor and the Department of National Defence.

6.15 Quality Management Systems - Requirements (Quality Assurance Code C)

- A. The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on *ISO 9001:2015 "Quality management systems - Requirements."*
- B. The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of 1 year after the completion of the Contract.
- C. Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

6.16 Material

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

6.17 Interchangeability

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

6.18 Vehicle Safety

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

6.19 Recall Notices

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

6.20 Packaging

- A. The methods used for preservation and packaging must be in conformity with the Contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.

6.21 Wood packaging materials

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

6.22 Preparation for Delivery

- A. The equipment must be serviced, adjusted and delivered in condition for immediate use. The equipment must be cleaned before leaving the factory and being released to Inspection Authority or consignee personnel at the final delivery point.

6.23 Delivery of Dangerous Goods/Hazardous Products

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

- (i) 2 hard copies:
 - (a) 1 copy to be enclosed with the shipment, and
 - (b) 1 copy to be mailed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: DSCO 5-4-2

- (ii) 1 copy sent in any electronic format to the following address: MSDS-FS@FORCES.GC.CA.

- C. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
- D. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial, and municipal laws and by-laws.
- E. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

6.24 Tools and Loose Equipment

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

6.25 Delivery and Unloading

- A. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
- B. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
- C. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

6.26 Incomplete Assemblies

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

6.27 Work Site Access

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

6.28 Canadian Forces Site Regulations

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

6.29 Marking

- A. The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

6.30 Labelling

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

6.31 Dispute Resolution Services

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

ANNEX A - REQUIREMENT

See attached document(s) entitled:

“PURCHASE DESCRIPTION FOR Self-Propelled Articulating Booms dated 2021-09-20”

ANNEX B - BASIS OF PAYMENT

1. General

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

2. Firm Goods and Services

2.1 Self-Propelled Articulating Booms

A. Configuration 1 - The Firm Unit Price(s) include(s) associated specifications, training (Language: French), and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2010:

| Item | Delivery Point | Delivery Date | Quantity Required | Make/Model | Firm Unit Price |
|------|--|---|-------------------|---------------------------------------|---|
| 001 | BFC USS Valcartier Section d'équipement majeur BAT 188 (PON COMB) Garrison Valcartier Courcelette QC G0A 4Z0 | [Date to be detailed in the resulting contract] | 1 | To be added in the resulting contract | \$(Cost to be detailed in the resulting contract) |
| 002 | BFC USS Valcartier Section d'équipement majeur BAT 188 (PON COMB) Garrison Valcartier Courcelette QC G0A 4Z0 | [Date to be detailed in the resulting contract] | 1 | To be added in the resulting contract | \$(Cost to be detailed in the resulting contract) |

B. Configuration 2 - The Firm Unit Price(s) include(s) associated specifications, training (Language: French), and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2010:

| Item | Delivery Point | Delivery Date | Quantity Required | Make/Model | Firm Unit Price |
|------|--|---|-------------------|---------------------------------------|---|
| 003 | BFC USS Valcartier Section d'équipement majeur BAT 188 (PON COMB) Garrison Valcartier Courcelette QC G0A 4Z0 | [Date to be detailed in the resulting contract] | 1 | To be added in the resulting contract | \$(Cost to be detailed in the resulting contract) |
| 004 | BFC USS Valcartier Section d'équipement majeur BAT 188 (PON COMB) Garrison Valcartier Courcelette QC G0A 4Z0 | [Date to be detailed in the resulting contract] | 1 | To be added in the resulting contract | \$(Cost to be detailed in the resulting contract) |

3. Optional Goods and/or Services

3.1 Self-Propelled Articulating Booms

A. Configuration 1 - The Firm Unit Price(s) include(s) associated specifications and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) destination (Shipping Costs excluded), Incoterms 2010:

| Item | Delivery Point | Delivery Date | Quantity of Optional Items | Make/Model | Firm Unit Price |
|------|---|---|----------------------------|---------------------------------------|---|
| 005 | [Location to be detailed in the resulting contract amendment] | [Date to be detailed in the resulting contract amendment] | 1 | To be added in the resulting contract | \$(Cost to be detailed in the resulting contract) |
| [006 | [Location to be detailed in the resulting contract amendment] | [Date to be detailed in the resulting contract amendment] | 1 | To be added in the resulting contract | \$(Cost to be detailed in the resulting contract) |

- B. Configuration 2 - The Firm Unit Price(s) include(s) associated specifications and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) destination (Shipping Costs excluded), Incoterms 2010:

| Item | Delivery Point | Delivery Date | Quantity of Optional Items | Make/Model | Firm Unit Price |
|------|---|---|----------------------------|---|---|
| 007 | [Location to be detailed in the resulting contract amendment] | [Date to be detailed in the resulting contract amendment] | 1 | [To be added in the resulting contract] | [\$[Cost to be detailed in the resulting contract]] |
| 008 | [Location to be detailed in the resulting contract amendment] | [Date to be detailed in the resulting contract amendment] | 1 | [To be added in the resulting contract] | [\$[Cost to be detailed in the resulting contract]] |

3.2 Shipping Costs for optional goods

- A. The Contractor will be reimbursed for the actual shipping costs of the following Item(s) from the Contractor's Canadian facility or Contractor's Canadian distribution point to the specified Delivery Point(s) without any allowance for profit and/or administrative overhead:

| Item | Delivery Point | Quantity and Type of Optional Items | Firm Unit Price |
|------|---|--|---|
| 009 | [Canadian location to be specified in the resulting contract amendment] | Quantity [number of items to be inserted in the resulting contract amendment] of Item(s) [reference number(s) to be inserted at the time of amendment] | [\$[Cost to be detailed in the resulting contract amendment]] |

3.3 Familiarization Training

- A. The Firm Unit Price(s) include(s) associated services and deliverables, as per Annex A, Requirement, and excludes travel and living expenses:

| Item | Language | Quantity of Optional Items | Firm Unit Price |
|------|---|----------------------------|---|
| 010 | [English, French, or Bilingual, to be specified at the time of amendment] | 1 | [\$[Cost to be detailed in the resulting contract]] |

3.4 Travel and Living Expenses - National Joint Council Travel Directive – Familiarization Training

- A. 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, and private vehicle allowances specified in Appendices B, C and D of the [National Joint Council Travel Directive \(http://www.njc-cnm.gc.ca/directive/d10/en\)](http://www.njc-cnm.gc.ca/directive/d10/en), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.
- B. All travel must have the prior authorization of the Contracting Authority.
- C. All payments are subject to government audit.
- D. Estimated Cost: \$[cost to be detailed at the time of amendment].

3.5 Extended Warranty Period

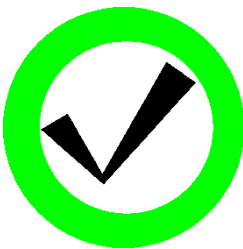
- A. If the warranty period is extended for an additional period of [To be added in the resulting contract] months/calendar days, the Contractor will be paid a firm unit price of [Cost to be detailed in the resulting contract] per vehicle/equipment, applicable taxes are extra.



PURCHASE DESCRIPTION

FOR

Self-Propelled Articulating Booms



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.

OPI DSVPM 5 – DAVPS 5

Issued on Authority of the Chief of the Defence Staff
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1. SCOPE

1.1 Scope

- a) This Purchase Description covers the requirements two (2) groups of Self-Propelled Articulating Boom lifts broken down as:
 - i. **Configuration 1:** self-propelled articulating boom lift with a 9.14 metre (30 ft) platform height.
 - ii. **Configuration 2:** self-propelled articulating boom lift with a 13.72 metre (45 ft) platform height.

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.

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.

1.4 Data Table

- a) The following table shows required performance and dimensions for each configurations.

| Characteristic | Paragraph | Units | Configuration 1 | Configuration 2 |
|-----------------------|-----------|-------|-----------------|-----------------|
| Vehicle Width | 3.4.1 a) | m | 1.22 | 1.75 |
| Stowed Vehicle Height | 3.4.2 b) | m | 2.01 | 2.01 |

| | | | | |
|---------------------------|----------|-----|------|-------|
| Platform Height | 3.4.2 a) | ft. | 30 | 45 |
| | | m | 9.14 | 13.72 |
| Platform Horizontal Reach | 3.4.2 c) | m | 6.10 | 7.62 |

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 RFP. Canada will not be supplying these documents. Sources are as shown:

Hazardous Products Act, Government of Canada, Department of Justice

Yearbook - Tire and Rim Association Inc.

CSA B354.6 – Mobile elevating work platforms – Design, calculations, safety requirements and test methods.

SAE J1362 - SAE Handbook - Society of Automotive Engineers Inc

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).
- 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** select components readily available for a minimum period of 10 years from the date of manufacture.
- h) **Hazardous Materials** - The contractor must comply with Hazardous Products Act of Canada concerning the use of hazardous materials, ozone depleting substances, polychlorinated biphenyls, asbestos and heavy metals used in the manufacture and assembly of the product supplied.
- i) **Measurements** – Values for labels and indicators provided with equipment **must** be presented in metric units, or **must** have both imperial and metric units with metric dominant.

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 -40 to 37° C (-40 to 99° F).

3.2.2 Terrain

- a) The vehicle **must** be capable of being operated on use-roughened concrete floors and deteriorated outdoor paved surfaces while being used in and around buildings. Terrain conditions include year round operations on snow, mud, sand and ice.

3.3 Safety Standards

3.3.1 Vehicle Safety Regulations

- a) The vehicle **must** be designed and built in accordance with the latest version of CSA B354.6.

3.3.2 Human Factors Engineering

- a) The vehicle **must** be equipped, with warning and instruction plates, non-slip walking surfaces and heat shields, for operator safety.
- b) The vehicle **must** be manufactured/assembled for safety and ease of use (e.g. entry and exit points equipped with handles and steps sized) by CAF users with anthropometric characteristic measurements ranging from 95th percentile male to 5th percentile female.
- c) The vehicle **must** be equipped, with warning and instruction plates, non-slip walking surfaces and heat shields, for operator safety.

3.4 Performance, Ratings and Dimensions

3.4.1 Vehicle Performance and Dimensions

- a) The vehicle **must** have a maximum width equivalent or smaller than that given as “Vehicle Width” in the Data Table (paragraph 1.4)**Error! Reference source not found..**
- b) The vehicle **must** have a stowed height equivalent or smaller than that given as “Stowed Vehicle Height” in the Data Table (paragraph 1.4).

c) The vehicles **must** be able to rotate 350 degrees about the vertical axis.

3.4.2 **Boom Performance**

a) The vehicle **must** have a maximum platform height equivalent or greater than that given as "Platform Height" in the Data Table (paragraph 1.4).

b) The platform height **must** be measured from the ground to the bottom of the platform.

c) The vehicle **must** have a maximum horizontal reach equivalent or greater than that given as "Platform Horizontal Reach" in the Data Table (paragraph 1.4).

d) The vehicle **must** be equipped with a self-propelled articulated boom.

3.4.3 **Jib Boom**

a) The vehicle **must** be equipped with a jib boom.

b) The jib boom **must** be able to perform a vertical rotation of at least 120 degrees.

3.4.4 **Aerial Platform Performance**

a) The vehicle **must** be equipped with an aerial platform.

b) The aerial platform **must** be self-levelling

c) The aerial platform **must** be able to perform a rotation of at least 140 degrees.

d) The platform **must** be at least 0.9 meter (3 ft.) wide.

3.5 **Braking System**

a) The vehicle **must** be equipped with a braking system.

3.6 **Vehicle Accessories**

a) The vehicle **must** be equipped with all available safety alarms including as a minimum a tilt alarm and a descent alarm.

b) The vehicle **must** be equipped with a horn.

c) Rear licence plate holder **must** be provided.

3.7 **Platform Accessories**

a) The vehicle **must** be equipped with an air-line to platform for powering tools.

b) The vehicle **must** be equipped with an AC power cord to platform.

c) The platform **must** be equipped with a gate that can be safely secured in a closed position.

- d) The platform **must** be equipped with lockable control box cover(s).
- e) The platform **must** be equipped with a tool tray.

3.8 Lighting

- a) The vehicle **must** be equipped with LED lighting wherever possible.
- b) The vehicle **must** be equipped with an amber coloured LED beacon mounted in a location to achieve maximum visibility.
- c) The vehicle **must** be equipped with platform mounted work lights.

3.9 Electrical System

- a) Wiring **must** be protected by insulating grommets, where passing through metal.
- b) A master disconnect switch, accessible from the ground, **must** be provided in each vehicle.

3.10 Instrument

- a) The vehicle **must** be equipped with an hour meter.

3.11 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.

3.12 Paint

- a) All metal surfaces **must** be protected.
- b) The vehicle **must** be painted using manufacture's standard commercial paint and procedures.
- c) The prime coating **must** be a high durability, corrosion resistant type, such as an epoxy.

3.13 Warning, Markings and Instruction Plates

- a) All identification, instructional, and warning labels **must** be bilingual or International symbols defined in SAE J1362.
- b) All identification, instructional, and warning labels **must** be within view of the operator.
- c) Identification information **must** include manufacturer's name, model number, serial number, and model year
- d) The vehicle identification information **must** be permanently affixed in a conspicuous and protected location.

- e) All indicators and controls **must** be permanently labelled.

3.14 Features and Accessories

- a) The following features and accessories must be provided on both configurations.

3.14.1 Power System

- a) The vehicle **must** be equipped with an electric motor.
- b) The vehicle **must** be equipped with maintenance free batteries.
- c) The vehicle **must** be equipped with a battery charger and state of charge indicator.

3.14.2 Cold Weather Starting Aids

- a) The cold weather starting aids **must** include as a minimum synthetic engine oil, a battery blanket heater and an oil or plug heater.

3.14.3 Drivetrain

- a) The vehicle **must** be four (4) wheel drive

3.14.4 Tires

- a) The vehicle **must** be equipped with four (4) rough terrain non-marking foam-filled tires.

3.14.5 Aircraft Protection Package

- a) The vehicle **must** be provided with the aircraft protection package to protect aircraft from potential damage by from vehicle aircraft collisions.
- b) The aircraft protection package **must** be installed by the OEM on platform.
- c) The aircraft protection package **must** include soft bumpers on the railings, proximity sensors and an automatic shutdown.

3.14.6 AC Power – Generator

- a) The vehicle **must** be equipped with a generator to provide nominal 110V output.
- b) The generator **must** be enclosed to provide protection from environmental elements.

4. INTEGRATED LOGISTIC SUPPORT

4.1 **ILS Deliverables** -The following table indicates the ILS elements that the Contractor **must** deliver, including the medium (paper or digital), the expected means of delivery and the reference paragraph.

| Element | Format/Medium | Delivered to TA | Supplied with each vehicle/equipment | Reference Paragraph |
|-----------------|---------------|-----------------|--------------------------------------|---------------------|
| Set of Manuals | Digital | X | X | 4.2 |
| | Paper | | X | |
| Warranty Letter | Digital | X | X | 4.3 |
| Data Summary | Digital | X | | 4.4.1 |
| Photographs | Digital | X | | 4.4.2 |

4.2 **Vehicle Manuals** – All manuals required for the description, operation, maintenance and repair of the complete equipment, including sub-systems, **must** be provided.

4.2.1 **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).

4.2.2 **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 warning signs and identification labels delivered on the equipment.

4.2.3 **Maintenance Manuals**

- a) The maintenance manual must be bilingual (English/French).
- b) The maintenance manual must include a troubleshooting 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 (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.

4.2.4 **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.
- b) One complete set of approved manuals (Operator's, Maintenance, and Parts) in electronic format **must** be delivered to the Technical Authority.

4.2.5 **Manual Delivery with Vehicle**

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

4.2.6 **Electronic Format**

- a) Approved copies of the electronic format 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.

4.2.7 **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.

4.2.8 **Manual Supplements**

- a) The contractor **must** supply manual supplements (Operator's, Maintenance and Parts) to support dealer-installed equipment not covered in the Vehicle Manuals.
- b) Manual supplements **must** be delivered in accordance with 4.2.4 and 4.2.5.

4.2.9 **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 manuals.
- c) The revised electronic version of the manual must be sent to the Technical Authority by the Contractor.

4.3 **Warranty Letter**

- a) The warranty letter **must** include a list of all Canadian designated warranty service providers that will honour the warranty for the equipment and attachments (if applicable) procured under this contract, including the contact person and phone number at each warranty service provider.
- b) 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).
- c) The warranty letter **must** include warranty period as negotiated in the contract.
- d) The warranty letter **must** include Contractor contact information, name and phone number, for warranty support.

4.3.1 **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.

4.4 **Other ILS Deliverables to Technical Authority**

4.4.1 **Data Summary**

- a) The Contractor **must** provide a bilingual Data Summary for each make/model/configuration of vehicle by completing Technical Authority's template with data and a vehicle picture.

4.4.2 **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.

4.4.3 **Dimensioned Drawing**

a) One side and front view sketch showing the dimensions **must** be provided. Brochure sketches are acceptable

4.4.4 **Special Tools List**

a) The Contractor **must** provide an itemized list of specific special tools required for the servicing and repair of the vehicle and include:

- i. Item name;
- ii. Contractor's part number;
- iii. Manufacturer's part number (OEM);
- iv. Quantity recommended per delivery location;
- v. Unit price; and
- vi. Unit of issue.

4.5 **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 no less than 10 years.

4.6 **Familiarization Training**

- a) The Contractor must perform at least 1-day (8 hours) familiarization instruction at each destination, for a maximum of 8 personnel (at each destination).
- b) The instruction must include the detailed operation and normal servicing of the vehicle/equipment and will be attended by CAF operators and maintainers.
- c) Familiarization instructions must be available in both official languages for destinations in the province of Quebec or as requested by the Technical Authority.
- d) The final dates must be arranged with the Technical Authority.
- e) After completion of the familiarization session, the Contractor must have a "**PROOF OF FAMILIARIZATION INSTRUCTION**" certificate signed by the consignee. The Technical Authority will supply this document in an electronic format, when requested.

ATTACHEMENT 1 TO PART 4 - EVALUATION CRITERIA

Technical Evaluation Matrix

Title:

Articulating Boom lifts (Configurations 1 and 2)

Date: 2022-01-07

Technical Evaluation Matrix
Articulating Boom lifts (Configurations 1 and 2)

Bidder Information

Bidder Name: _____

Proposal Date: _____

Configuration 1 - Proposed Make and Model: _____

Configuration 2 - Proposed Make and Model: _____

| Technical Mandatory Criteria | | | |
|-------------------------------------|---|--|---------------------------------|
| PD Reference | PD Requirement | Bid Evaluation Requirement | Location in Bid Proposal |
| 3.4.1 | <p><u>Vehicule Performance and Dimensions</u></p> <p>a) The vehicle must have a maximum width equivalent or smaller than that given as “Vehicle Width” in the Data Table (paragraph 1.4).</p> | <p>Configuration 1: Substantive Information</p> <p>Configuraition 2: Substantive Information</p> | |
| 3.4.1 | <p><u>Vehicule Performance and Dimensions</u></p> <p>b) The vehicle must have a stowed height equivalent or smaller than that given as “Stowed Vehicle Height” in the Data Table (paragraph 1.4).</p> | <p>Configuration 1: Substantive Information</p> <p>Configuraition 2: Substantive Information</p> | |
| 3.4.2 | <p><u>Performance</u></p> <p>a) The vehicle must have a maximum platform height equivalent or greater than that given as “Platform Height” in the Data Table (paragraph 1.4).</p> | <p>Configuration 1: Substantive Information</p> <p>Configuraition 2: Substantive Information</p> | |
| 3.4.3 | <p><u>Jib Boom</u></p> <p>b) The jib boom must be able to perform a vertical rotation of at least 120 degrees.</p> | <p>Substantive Information</p> | |

| | | | |
|--------|---|-------------------------|--|
| 3.14.1 | <p><u>Power System</u></p> <p>a) The vehicle must be equipped with an electric motor.</p> | Substantive Information | |
| 3.14.5 | <p><u>Aircraft Protection Package</u></p> <p>a) The vehicle must be provided with the aircraft protection package to protect aircraft from potential damage by not being in contact with the vehicle.</p> <p>b) The aircraft protection package must be installed by the OEM on platform.</p> <p>c) The aircraft protection package must include soft bumpers on the railings, proximity sensors and an automatic shutdown.</p> | Substantive Information | |

| Proposed Equivalents | | | |
|----------------------|----------------|----------------------------|--------------------------|
| PD Reference | PD Requirement | Bid Evaluation Requirement | Location in Bid Proposal |
| | | | |
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