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 His Majesty the King 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 le Roi 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 :
Marie-Eve Bouchard DLP 5-3-1

Solicitation Closes - L'invitation prend fin

At - à :
2:00 PM - 14:00

On - le :
October 27, 2026 - 27 octobre 2026

Time Zone - Fuseau Horaire :
Eastern Daylight Time (EDT)
Heure avancée de l'Est (HAE)

Title - Sujet
Line Maintenance Truck - Camions de maintenance

Solicitation No. **N° de l'invitation**	**Date of Solicitation** **Date de l'invitation**
W8476-277200/A	2026-09-15

Address enquiries to: - Adresser toute demande de renseignements à :
Marie-Eve Bouchard

Telephone No. - N° de telephone	**E-Mail Address - Courriel**
343-542-5686	Marie-eve.bouchard@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 required **Livraison exigée**	**Delivery offered** **Livraison proposée**
See herein - Voir aux présentes	

Vendor/Firm Name and Address
Raison sociale et adresse du fournisseur/de l'entrepreneur

Person authorized to sign on behalf of Vendor/Firm (type or print):
La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :

Name - Nom	**Title - Titre**
Signature	**Date**

Canada

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1. Solicitation of Offers.

1.1. Introduction. Canada requests offers from Offerors to meet its requirements. For the convenience of Offerors, a brief description is set out below with detailed requirements in subsequent sections of this solicitation of offers. If interested and able to meet these requirements, Canada appreciates and welcomes an offer.

1.2. Offers. Canada is seeking offers from Offerors to provide five (5) Line Maintenance Truck for delivery to Canadian Forces Base (CFB) North Bay, Kingston, Suffield, Gagetown and Wainwright. The requested delivery date is 300 days after Contract Award. An option for five (5) additional Line Maintenance Truck is included for delivery within Canada to the Department of National Defence.

1.3. Term. The period of the Contract is from date of Contract to the end of warranty period inclusively.

1.4. Best Delivery Date. While Delivery is requested by 300 days after Contract Award**,** the best delivery that could be offered is (see Offeror Declaration Form to complete).

1.5. Delivery Points. Delivery of the requirement will be made to delivery points specified at **Annex Pricing Schedule** of the Contract.

1.6. Disclosure of Greenhouse Gas Emissions and Setting of Reduction Targets. Canada is committed to achieving net-zero greenhouse gas (GHG) emissions by 2050 in an effort to position Canada for success in a green economy and to mitigate climate change impacts. As a result, future solicitation of offers may include the following:

- **a.** Evaluation criteria or other instructions in the solicitation of offers or contract documents related to measuring and disclosing your company's GHG emissions;
- **b.** An optional or mandatory requirement to join one of the following initiatives in order to submit an offer or if awarded a contract:
  - **i.** Canada's Net-Zero Challenge
  - **ii.** the United Nations Race to Zero
  - **iii.** the Science-based Targets Initiative
  - **iv.** the Carbon Disclosure Project (CDP)
  - **v.** the International Organization for Standardization (ISO);
  - **vi.** Climate Action 100+;
  - **vii.** climate Engagement Canada
- **c.** An optional or mandatory requirement to provide other evidence of your company's commitment and actions toward meeting net-zero targets by 2050.

1.7. Phased Offer Compliance Process. The Phased Offer Compliance Process (POCP) applies to this requirement.

2. Offer Requirements.

2.1 Security Requirements. There are no security requirements associated with this solicitation of offers.

3. Offeror Requirements.

3.1. Offeror Responsibilities. Each Offeror should:

- **a.** obtain any clarification it considers necessary of the solicitation of offers requirements before submitting an offer;
- **b.** prepare its offer in accordance with the solicitation of offers instructions;
- **c.** submit a complete offer by the closing date and time as per the instructions noted in section titled "Offer Submission";
- **d.** provide a comprehensible and sufficiently detailed offer, including all requested pricing details that will enable Canada to complete its evaluation based on the solicitation of offers criteria, and
- **e.** comply with all other requirements of this solicitation of offers.

3.2. Legal Capacity. The offeror must have the legal capacity to contract. If the Offeror is a sole proprietorship, a partnership (if Common Law) or a general partnership (if Civil Law), or a corporate body, the Offeror must provide, if requested by the Contracting Authority, a statement and any requested supporting documentation indicating the laws under which it is registered or incorporated together with the registered or corporate name and place of business. This also applies to offerors submitting an offer as a joint venture.

3.3. Compliance with Code of Conduct. The Offeror must comply with Canada's Code of Conduct for Procurement.

3.4. Ineligibility and Suspension Policy.

- **a. Mandatory Compliance.** The Ineligibility and Suspension Policy (the "Policy") in effect on the date the solicitation of offers is issued, and all related Directives in effect on that date, are incorporated by reference into, and form a binding part of the solicitation of offers. The Offeror must comply with the Policy and Directives, which can be found at the Office of Supplier Integrity and Compliance website.
- **b. Policy Summary.** The Policy sets out the circumstances under which Canada may determine that the Supplier is ineligible to enter, or is suspended from entering into a Contract with Canada. The list of ineligible and suspended Suppliers is maintained on the Office of Supplier Integrity and Compliance website.
- **c. Offeror Responsibilities.** The Offeror must provide the following:
  - **i.** a List of Names for integrity verification that includes all information required by the Policy (section 13 – Disclosure); and
  - **ii.** if the Offeror is unable to certify all of the statements in the sub-clause below entitled ''Offeror Certifications'', a completed Integrity Declaration Form providing all requested information and details of any material event that may affect the status of itself, its affiliates or its proposed first-tier subcontractors under the Policy.
- **d. Offeror Certifications.** Subject to the sub-clause below entitled ''Integrity Declaration Form'', by submitting an offer in response to this solicitation of offers, the Offeror certifies that:
  - **i.** it has read and understands the Ineligibility and Suspension Policy;
  - **ii.** it understands that certain circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy;

iii. it is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for the purpose of making a determination of ineligibility or suspension;

iv. none of the circumstances described in Appendix 2 of the Policy that will or may result in a determination of ineligibility or suspension, apply to itself, its affiliates or its proposed first tier subcontractors; and

v. it is not aware of a determination of ineligibility or suspension issued by Canada that applies to it.

e. Integrity Declaration Form. Where an Offeror is unable to provide any of the certifications required by the sub-clause above entitled ''Offeror Certifications'', at the time of its offer it must submit a completed Integrity Declaration Form.

f. Compliance with Certifications. Canada will declare non-compliant any offer in respect of which the information requested is incomplete or inaccurate, or in respect of which the information contained in a certification or declaration is found by Canada to be false or misleading in any respect. If Canada establishes after award of the Contract that the Offeror provided a false or misleading certification or declaration, Canada may terminate the Contract for default. Pursuant to the Policy, Canada may also determine the Offeror to be ineligible for award of a Contract for providing a false or misleading certification or declaration.

3.5. Conflict of Interest.

a. Right to Reject. Canada may reject an offer if the Offeror, any of its subcontractors, or any of their respective employees or former employees

i. was involved in any manner in the preparation of the solicitation of offers or in any situation of conflict of interest or appearance of a conflict of interest, or

ii. had access to information related to the solicitation of offers that was not available to other offerors and that would, in Canada's opinion, give or appear to give the Offeror an unfair advantage.

b. Experience Not an Unfair Advantage. Canada will not consider any experience any Offeror has acquired by providing the goods and/or services described in the solicitation of offers (or similar goods and/or services), in itself, as conferring an unfair advantage or creating a conflict of interest.

c. Notification of Rejection. If Canada intends to reject an offer under this section, the Contracting Authority will inform the Offeror and provide the Offeror an opportunity to make representations.

3.6. Federal Contractors Program for Employment Equity: The Federal Contractors Program for Employment Equity applies to this procurement.

3.7. Insurance. The successful Offeror will be responsible to meet insurance requirements in accordance with the resulting contract section entitled "Insurance".

4. Offer Submission.

4.1. Offer Receipt. Subject to provisions for delayed offers, Canada will consider only offers submitted to the place specified below by the date and time indicated on page 1 of the solicitation of offer: **{DLP53BidsReceiving.DAAT53Receptiondessoumissions@forces.gc.ca**}

4.2. Offer Sections. Offerors are requested to submit their offers separated into the following sections:

Section I: Technical Offer;
Section II: Financial Offer;
Section III: Offer Submission Form and Offeror Declaration Form; and
Section IV: Additional Information

4.3. Delayed Offers.

- **a. Late Offers.** Canada will not consider offers delivered after the offer submission closing date and time as indicated on the cover page.
- **b. Cause of Delay.** Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted

4.4. Offers Submitted by Email.

- **a. Submission by Electronic Mail.** Offerors must submit their offers by e-mail.
- **b. Bid Receiving Mailbox Address.** As specified on the first page of the solicitation, Offerors must submit offers by e-mail to:
  - **i.** DLP53BidsReceiving.DAAT53receptiondessoumissions@forces.gc.ca. (Note: Offers addressed to the Contracting Authority will not be accepted)
- **c. Email Requirements.**
  - **i. Transmission Capacity**. Canada has the capacity to receive multiple documents. A limit of five (5) MB per e-mail is recommended, as individual e-mails exceeding this limit, or that includes other factors such as embedded macros and/or links, may be rejected by the DND e-mail system and/or firewall(s) without notice to the Offeror or Contracting Authority.
  - **ii. Message Fields**. The Offeror must identify the solicitation number in the subject line of the e-mail(s).
  - **iii. Acknowledgement of Receipt**. The offer Receiving Unit will send an acknowledgement of the receipt of offer document(s) via e-mail. This acknowledgement will confirm only the receipt of offer document(s) and will not confirm if Canada is able to open the attachments or that the content is readable.

4.5. Offer Submission Method Restrictions. Canada will not accept offers submitted in any other manner.

4.6. Offer Submission Requirements.

- **a. Authority.** Each Offeror (and each member of a Joint Venture submitting an offer) must (i) have legal capacity to contract and (ii) sign the offer by an authorized representative of the Offeror. If a Joint Venture Offeror submits an offer, the Joint Venture will be required to

identify its representative chosen to act on behalf of the Joint Venture (if the Offeror has not done so in the offer, Canada will provide it a deadline to do so).

b. **Procurement Business Number.** Each Offeror (and each member of a Joint Venture submitting an offer) must have a Procurement Business Number (PBN) before contract award. Suppliers may register for a PBN online at Supplier Registration Information.

c. **Offer Identification.** Each Offeror must ensure that its name, its return address, the solicitation of offers number, and the solicitation of offers closing date and time are clearly visible on any envelope or parcels containing samples or any paper offer as applicable

d. **Validity of Offers.** Offers will remain open for acceptance for a period of not less than **120** calendar days from solicitation of offers closing date, unless specified otherwise in the solicitation of offers. Canada reserves the right to seek an extension of the offer validity period from all compliant Offerors in writing, at least three calendar days before the end of the offer validity period. If all compliant Offerors agree to extend their offers, Canada will continue with the evaluation of the offers. If not all compliant Offerors extend their offers, Canada, at its sole discretion, will either continue with the evaluation of the offers of those who have accepted the extension or cancel the solicitation of offers.

e. **Offer Language.** Offerors may submit their documents and supporting information in either English or French.

f. **Offer Become Property of Canada.** Offers received on or before the solicitation of offers closing date and time will become the property of Canada and Canada will not return them to Offerors. Canada will treat all offers as confidential, subject to the provisions of the Access to Information Act and the Privacy Act.

g. **No Assignment of Offers.** An offer cannot be assigned or transferred in whole or in part.

h. **Joint Ventures**. If a contract is awarded to a Joint Venture, all members of the Joint Venture will be jointly and severally or solidarily liable for the performance of any resulting contract.

4.7. Technical Difficulties of Offer Transmission. Despite anything to the contrary in this solicitation of offers, where an Offeror has commenced transmission of its offer through an electronic submission method in advance of the solicitation of offers closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Offer by the deadline, Canada may nonetheless accept the entirety of the Offer received after the solicitation of offers closing date and time, provided that the Offeror can demonstrate the following:

a. The offeror contacted Canada in advance of the solicitation of offers closing date and time to attempt to resolve its technical difficulties; OR

b. The electronic properties of the Offer documentation clearly indicate that all components of the Offer were prepared in advance of the solicitation of offers closing date and time.

4.8. Completeness of the Offer. After the closing date and time of this solicitation of offers, Canada will examine the Offer to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the offer can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Offer meets any standard or is compliant to all solicitation of offers requirements, but will be solely limited to assessing completeness. Canada will provide the Offeror with the opportunity to submit information found to be

missing or incomplete in this review within two business days of notice. The offer will be reviewed and deemed to be complete when the following elements have been submitted by the offeror:

- **a.** certifications and securities required at offer closing are included;
- **b.** offers are properly signed, that the offeror is properly identified;
- **c.** acceptance of the terms and conditions of the solicitation of offers and resulting contract;
- **d.** that all documents (including certifications, declarations and proofs) created prior to offer closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

4.9. Provision of Documentation. Canada will make available Notices of Proposed Procurement, solicitation of offers, and related documents for download through the Government Electronic Tendering Service. Canada is not responsible and will not assume any liabilities whatsoever for the information found on websites of third Parties. Canada will not notify Offerors if it amends a Notice of Proposed Procurement, a solicitation of offers, or any related documentation. It will post all amendments (including significant enquiries received and their replies) using Government Electronic Tendering Service. Offerors are responsible for regularly consulting Government Electronic Tendering Service for the most up-to-date information. Canada will not be liable for any oversight on the Offeror's part nor for notification services offered by a third Party.

4.10. Offer Costs. The Offeror is solely responsible for all costs associated with preparing and submitting its offer, as well as any costs it incurs in the evaluation of its offer.

4.11. Applicable Laws. Any Contract must be interpreted and governed, and the relations between the Parties determined, by the laws in force in a Canadian province or territory. Offerors may insert the Canadian province or territory of their choice in the Offer Submission Form. If the Offeror does not include this information in the Offer Submission Form, the applicable laws will be those of Ontario.

4.12. Entire Requirement. The solicitation of offers documents contain all the requirements relating to the solicitation of offers; no other information or documentation is relevant. Offerors should not assume that practices used under previous solicitations of offers or contracts will continue or that the Offeror's existing capabilities meet the requirements of the solicitation of offers simply because they have met previous requirements.

5. Communications.

5.1. Communications During Solicitation of Offers Period. To ensure the integrity of the competitive process, the Offeror must direct all questions and other communications regarding the solicitation of offers only to the Contracting Authority identified in the solicitation of offers. Failure to comply may result in Canada rejecting the offer.

- **a. Period for Questions.** Offerors should submit all questions in writing no later than **7** business days before the offer closing date. Canada may not respond to questions submitted after this.
- **b. Detail of Questions.** Offerors must accurately reference the numbered item of the solicitation of offers to which the question relates and explain each question in sufficient detail to enable Canada to provide an accurate answer.

c. **Proprietary Questions.** For any technical questions containing proprietary information, Offerors must clearly mark those questions as "proprietary". Canada will treat such questions as proprietary except where Canada determines that the question is not of a proprietary nature. Canada may edit the question(s) or may request that the Offeror revise the question(s) to eliminate the proprietary nature of the question(s) and Canada can provide the answer to all Offerors. Canada may not answer questions that are not in a form it can distribute to all Offerors.

5.2. Improvement of Requirements During Solicitation Period. Offerors may make suggestions, in writing, to Canada of technical or technological improvements to the specifications or Statement of Work contained in the solicitation of offers. Offerors must, in such case, clearly outline the suggested improvement as well as the reason for the suggestion. Canada will consider suggestions that do not restrict the level of competition or favour a particular Offeror, but only if the Offeror submits its suggestions at least **7** days before the offer closing date. Canada may accept or reject any suggestions.

5.3. Offer Debriefings. Offerors may request a debriefing on the results of the solicitation of offers process. Offerors should make such a request to the Contracting Authority within **15** business days from its receipt of the results of the solicitation of offers process. Canada may provide the debriefing in writing, by telephone, or in person.

5.4. Offer Challenge and Recourse Mechanisms.

a. **Challenges to Procurement Process.** Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.

b. **Offer Challenge and Recourse Mechanisms.** Canada encourages suppliers to bring their concerns first to the attention of the Contracting Authority. Canada's CanadaBuys website, under the heading "Following up on a bid", contains information on potential complaint bodies such as:
   i. Office of the Procurement Ombudsman (OPO)
   ii. Canadian International Trade Tribunal (CITT)

c. **Deadlines for Filing Complaints.** There are strict deadlines for filing complaints; the time periods vary depending on the particular complaint body. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

6. Technical Proposal and Forms.

6.1. Technical Offer Contents.

a. **Requirements.** Offerors should:
   i. demonstrate their understanding of the requirements contained in the solicitation of offers;
   ii. concisely explain how they will meet these requirements; and
   iii. address the points that are subject to the evaluation criteria against which the Offer will be evaluated. Simply repeating a statement contained in the solicitation of offers is not sufficient.

b. **Organization.** Offerors should address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, an Offeror may refer to different sections of its

offer by identifying where it has already addressed the subject topic, by identifying the specific paragraph and page.

6.2. Offer Submission Form. Each Offeror is requested to include the Offer Submission Form (Annex Offer Submission Form) with their offers. If Canada determines that the information required by the Offer Submission Form is incomplete or requires correction, Canada will provide the Offeror with a deadline to do so.

6.3. Offeror Declaration Form. Each Offeror is required to include the Offeror Declaration Form (Annex Offeror Declaration Form) in which it certifies to Canada all the information required by the Offeror Declaration. If Canada determines that the information required by the Offeror Declaration Form is incomplete or requires correction, Canada will provide the Offeror with a deadline to do so.

6.4. Equivalent Products

a. Products To Be Considered. Products that are equivalent in form, fit, function and quality to the item(s) specified in the solicitation of offers will be considered where the Offeror:
- **i.** designates the brand name, model and/or part number of the substitute product;
- **ii.** states that the substitute product is fully interchangeable with the item specified;
- **iii.** provides complete Specifications and descriptive literature for each substitute product;
- **iv.** provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the solicitation of offers; and
- **v.** clearly identifies those areas in the Specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

b. Products Not to Be Considered: Products offered as equivalent in form, fit, function and quality will not be considered if:
- **i.** The offer fails to provide all the information requested to allow the Technical Authority to fully evaluate the equivalency of each substitute product; or
- **ii.** The substitute product fails to meet or exceed the mandatory performance criteria specified in the solicitation of offers for that item.

c. Demonstration of Equivalent Product. In conducting its evaluation of the offers, Canada may, but will have no obligation to, request Offerors offering a substitute product to demonstrate, at the sole cost of Offerors, that the substitute product is equivalent to the item specified in the solicitation of offers.

6.5. Substantiation of Technical Compliance. Offerors must substantiate their compliance with the following sections of the solicitation of offers by providing information describing completely, and in detail how they meet the requirement. Offerors should clearly indicate in their technical offer where the substantial information for each of the sections identified below is found in the offer.

7. Financial Proposal.

7.1. Financial Offer. Offerors must submit their financial offer in accordance with the **Annex Pricing Schedule** detailed below.

7.2. Pricing. Offerors must submit firm prices for all items listed in **Annex Pricing Schedule**.

7.3. Exchange Rate Fluctuation Mitigation

a. **Foreign Currency Component.** The Offeror may request that Canada assume the risks of exchange rate fluctuations. If so, the Offeror must clearly make this request by submitting form PWGSC-TPSGC Claim for Exchange Rate Adjustments with its offer, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is requested.
b. **Amounts included in FCC.** The FCC is the portion of the price or rate directly affected by exchange rate fluctuations. The Offeror must include in the FCC all related taxes, duties, and other costs that it incurs and that are to be included in the adjustment amount.
c. **Price Adjustment.** Canada will adjust the total price on each invoice at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. Canada will apply the exchange rate adjustment where the exchange rate fluctuation is more than 2% (increase or decrease) compared to the exchange rate on the solicitation of offer closing date.
d. **Specified Line Items.** At the time of its offer, the Offeror must complete columns (1) to (4) on form PWGSC-TPSGC Claim for Exchange Rate Adjustments, for each line item where it wants to invoke the exchange rate fluctuation provision. If an Offeror submits an offer in Canadian dollars, the dollar values provided in column (3) must also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
e. **No Other Calculation Acceptable.** Canada will not accept any alternate rates or calculations of exchange rate fluctuations.

8. Technical Evaluation.

8.1. Mandatory Technical Criteria. Canada will review each offer for compliance with the mandatory technical criteria of the solicitation of offers. Any element of the technical criteria identified specifically with the words “must” or “mandatory” is a mandatory requirement. For mandatory technical criteria, see **Annex– Technical Evaluation Matrix**.

9. Financial Evaluation.

9.1. Financial Evaluation Criteria.

a. Offerors must provide their offer, the financial information requested in the bid solicitation and at **Annex – Pricing Schedule** for all items.
b. **Firm Goods.** The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) destination, Incoterms 2020, Canadian customs duties and excise taxes included, Applicable Taxes excluded.
c. **Optional Goods.** The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) destination. Shipping Costs and/or Training Cost in accordance with **Annex – Basis of**

Payment excluded, Incoterms 2020, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

d. Aggregate Evaluated Price. Bids will be evaluated on an aggregate price basis for the firm quantity and the optional quantity. To determine the total price for the firm quantity and the optional quantity, calculation will be as follows:

i. The firm unit price for each item will be multiplied by their identified quantity and the results for all items will be added together

9.2. Evaluation of Price. Canada will evaluate all offers in Canadian dollars, Applicable Taxes excluded, delivery, and Canadian customs duties and excise taxes included.

9.3. Price Justification. If an offer is the sole compliant offer received, the Offeror must provide, on Canada's request, one or more of the following:

a. a current published price list indicating the percentage discount available to Canada;
b. a copy of paid invoices for the like quality and quantity of the goods, services, or both sold to other customers;
c. a price breakdown of all costs (including labour, materials, transport, general and administrative overhead, transportation, etc.) and profit;
d. price or rate certifications; and
e. any other supporting documentation that Canada may request.

10. Evaluation Procedures.

10.1. Assessment. Canada will assess offers in accordance with the entire requirement of the solicitation of offers including the **Technical and Financial** evaluation criteria. Canada will declare any offer that fails to meet all mandatory solicitation requirements non-compliant.

10.2. Conduct of Evaluation.

a. Support for Offer Requirements. Canada may, but will have no obligation to, do the following:
i. seek clarification or verification as to any information provided,
ii. contact any references to verify any information it submitted,
iii. request information about the Offeror’s legal status,
iv. conduct a survey of the Offeror’s facilities,
v. examine the Offeror's technical, managerial, and financial capabilities,
vi. correct any error in
1. the extended pricing of offers by using unit pricing, or
2. the quantities in offers to reflect the quantities stated in the solicitation of offers (and, in the case of error in the extension of prices, the unit price will govern),
vii. verify any information the Offeror provided, or
viii. interview, at the Offeror’s sole cost, the Offeror, any resources it proposes to fulfill the solicitation of offers requirements or both.

b. Compliance. The Offeror must comply with any such request within the time specified in Canada’s request. Failure to comply will render the offer non-compliant.

10.3. Evaluation Based on Documents Provided. Unless otherwise specified in this solicitation of offers, Canada will evaluate only the documentation provided with the offer. Canada will not consider information such as references to website addresses where additional information can be found, or technical manuals or brochures not submitted with the offer.

10.4. Evaluation Team: An evaluation team composed of one or more representatives will evaluate the offers. Canada may hire any independent consultant, or use any Government resources, to evaluate any offer. Not all members of the evaluation team will necessarily participate in all aspects of the evaluation.

10.5. Rights of Canada. Canada may:

- **a.** reject any or all offers in response to the solicitation of offers;
- **b.** enter into negotiations with Offerors on any or all aspects of their offers;
- **c.** accept any offer in whole or in part without negotiations;
- **d.** cancel the solicitation at any time;
- **e.** reissue the solicitation;
- **f.** if no compliant offers are received and the requirement is not substantially modified, reissue the solicitation of offers by inviting only the Offerors who submitted an offer to resubmit within a period designated by Canada; or
- **g.** negotiate with the sole compliant Offeror to ensure the best value to Canada.

10.6. Rejection of Offer.

- **a. Corrective Measure Rejection**. Canada will reject an offer where the Offeror or subcontractor included as part of the offer is subject to corrective measure, following an assessment under the Vendor Performance Corrective Measure (VPCM) Policy, which renders them ineligible to offer on the requirement.
- **b. Rejection for Other Causes**. Canada may reject an offer where:
  - **i. Bankruptcy.** The Offeror is bankrupt or its activities are inoperable for an extended period;
  - **ii. Improper Conduct.** The Offeror or an employee or subcontractor included as part of the offer:
    1. based on evidence satisfactory to Canada, has committed fraud, bribery, fraudulent misrepresentation or failed to comply with laws protecting individuals against any manner of discrimination;
    2. based on evidence satisfactory to Canada, has conducted themselves improperly in the past;
  - **iii. Suspension or Termination.** The Offeror or an employee or subcontractor included as part of the offer has been suspended or terminated by Canada for default under a contract with Canada;
  - **iv. Poor Performance.** In Canada's opinion, the Offeror's performance on other contracts, including the efficiency and workmanship as well as the extent to which the Offeror performed the work in accordance with contractual clauses and conditions, is sufficiently poor to jeopardize the successful completion of the requirement;
  - **v. Not Good Value.** In Canada's opinion, it does not offer good value to Canada;
  - **vi. Prejudicing Integrity or Fairness - Multiple Offers from Single Offeror or Joint Venture.** Canada may apply additional scrutiny when it receives multiple offers in response to a

solicitation of offers from a single Offeror or a Joint Venture. Canada may reject any offer submitted by a single Offeror or Joint Venture if their inclusion

1. in the evaluation has the effect of prejudicing the integrity and fairness of the process, or
2. in the procurement process would distort the solicitation of offers evaluation or would not provide good value to Canada.

vii. **Ability to Make Representations.** If Canada intends to reject an offer under (iii) or (iv), the Contracting Authority will inform the Offeror and give the Offeror ten calendar days within which to make representations, before making a final decision on the offer rejection.

10.7. Phased Offer.

a. **Phased Offer Compliance Process.** Canada is conducting the POCP described below for this requirement.
   i. **Offeror Responsibilities.** Notwithstanding any review by Canada at Phase I or II of the POCP, Offerors are and will remain solely responsible for the accuracy, consistency and completeness of their Offers and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Offers or in responses by a Offeror to any communication from Canada.
   ii. **Offeror Acknowledgements.** The Offeror The Offeror acknowledges that the reviews in Phase I and II of this POCP are preliminary and do not preclude a finding in Phase iii that the offer is non-compliant, even for mandatory requirements which were subject to review in Phase i or ii and notwithstanding that the offer had been found compliant in such earlier phase. Canada may deem an offer to be non-compliant to a mandatory requirement at any phase. The Offeror also acknowledges that its response to a notice or a compliance assessment report (CAR) (each defined below) in Phase i or ii may not be successful in rendering its offer compliant to the mandatory requirements that are the subject of the notice or car and may render its offer non-compliant to other mandatory requirements.
   iii. **Canada's Rights.** The POCP does not limit Canada's rights under the solicitation of offer nor Canada's right to request or accept any information during the solicitation period or after the solicitation of offer closing in circumstances where the solicitation of offer expressly provides for this right.
   iv. **Notice or CAR.** Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Offeror must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Offeror at any address provided by the Offeror in or pursuant to the Offer is deemed received by the Offeror on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

b. **Phase I – Financial Offer.**

i. **Financial Offer Review.** After the closing date and time of this solicitation of offer, Canada will examine the Offer to determine whether it includes a Financial Offer and whether any Financial Offer includes all information required by the solicitation of offer. Canada's review in Phase I will be limited to identifying whether any information that is required under the solicitation of offer to be included in the Financial Offer is missing from the Financial Offer. This review will not assess whether the Financial Offer meets any standard or is compliant to all solicitation of offer requirements.
Canada's review in Phase I will be performed by officials of the Department of National Defence.

ii. **No Financial Offer**. If Canada determines, in its absolute discretion that there is no Financial Offer or that the Financial Offer is missing all of the information required by the solicitation of offer to be included in the Financial Offer, then the Offer will be considered non-compliant and will be given no further consideration.

iii. **Written Notice.** For Offers other than those described above in "No Financial Offer", Canada will send a written notice to the Offeror ("Notice") identifying where the Financial Offer is missing information. An Offeror, whose Financial Offer has been found compliant to the requirements that are reviewed at Phase I, will not receive a Notice. Such Offerors shall not be entitled to submit any additional information in respect of their Financial Offer.

iv. **Remedy Period.** The Offerors who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.

v. **Permitted Remedies.** In its response to the Notice, the Offeror will be entitled to remedy only that part of its Financial Offer which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Offer, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Offer, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Offeror and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation of offer.

vi. **Prohibited Remedies.** Any other changes to the Financial Offer submitted by the Offeror will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Offeror's Offer. Information submitted in accordance with the requirements of this solicitation of offer in response to the Notice will replace, in full, only that part of the original Financial Offer as is permitted above and will be used for the remainder of the offer evaluation process.

vii. **Phase I Final Evaluation.** Canada will determine whether the Financial Offer is compliant to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Offeror in accordance with this Section. If the Financial Offer is not found compliant for the requirements reviewed at Phase I to the satisfaction of Canada, then the Offer shall be considered non-compliant and will receive

no further consideration.

Only Offers found compliant to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

c. Phase II – Technical Offer.

i. Technical Offer Review. Canada's review at Phase II will be limited to a review of the Technical Offer to identify any instances where the Offeror has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Offer meets any standard or is compliant to all solicitation of offer requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation of offer as being subject to the POCP. Mandatory technical criteria that are not identified in the solicitation of offer as being subject to the POCP, will not be evaluated until Phase III.

ii. Written Notice or CAR. Canada will send a written notice to the Offeror (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Offer has failed to meet. A Offeror whose Offer has been found compliant to the requirements that are reviewed at Phase II will receive a CAR that states that its Offer has been found compliant to the requirements reviewed at Phase II. Such Offeror shall not be entitled to submit any response to the CAR.

iii. Remedy Period. A Offeror shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.

iv. Eligible Mandatory Criteria. The Offeror's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Offeror which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Offer, the Offeror shall identify such additional changes, provided that its response must not include any change to the Financial Offer.

v. Preparing Eligible Mandatory Criteria. The Offeror's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Offer, the wording of the proposed change to that section, and the wording and location in the Offer of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Offeror must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Offeror's Offer, and failure of the Offeror to do so in accordance with this subparagraph is at the Offeror's own risk. All submitted information must comply with the requirements of this solicitation of offer.

vi. Changes to Offer. Any changes to the Offer submitted by the Offeror other than as permitted in this solicitation of offer, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation

of offer in response to the CAR will replace, in full, only that part of the original Offer as is permitted in this Section.

vii. **Newly Submitted Information.** Additional or different information submitted during Phase II permitted by this section will be considered as included in the Offer but will be considered by Canada in the evaluation of the Offer at Phase II only for the purpose of determining whether the Offer meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Offer would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Offeror in response to the CAR. If so, the Offer will be considered compliant in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Offeror shall bind the Offeror as part of its Offer, but the Offeror's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Offer.

viii. **Phase II Final Evaluation.** Canada will determine whether the Offer is compliant for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Offeror in accordance with this Section. If the Offer is not found compliant for the requirements reviewed at Phase II to the satisfaction of Canada, then the Offer shall be considered non-compliant and will receive no further consideration.

Only Offers found compliant to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

d. Phase III – Final Evaluation of Offer.

i. **Final Evaluation**. In Phase III, Canada will complete the evaluation of all Offers found compliant to the requirements reviewed at Phase II. Offers will be assessed in accordance with the entire requirement of the solicitation of offer including the technical and financial evaluation criteria.

ii. **Non-compliant Offer.** An Offer is non-compliant and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation of offer.

11. Basis of Selection.

11.1. Lowest Evaluated Price with Mandatory Technical Criteria – Multiple Items. For Canada to declare an offer compliant, the offer must comply with the requirements of the solicitation of offers and meet all mandatory technical evaluation criteria. Canada will consider the compliant offer with the lowest evaluated price on an aggregate basis.

RESULTING CONTRACT CLAUSES

1. Summary.

1.1. Contract Summary. The Contract is for the purchase of Line Maintenance Truck, as described in the **Purchase Description** and in **Annex Basis of Payment**.

2. Performance of Work.

2.1. No Security Requirement. There is no security requirement applicable to the Contract.

2.2. Condition of Material. Unless provided otherwise in the Contract, material supplied must be new and conform to the latest issue of the applicable drawing, specifications and part number that is in effect on the offer closing date or, if there was no offer solicitation, the date of the Contract.

3. Term of the Contract.

3.1. Contract Period. The Contract is for a fixed period, from the date of award shown on the front page of the Contract until the end of warranty inclusively.

3.2. Delivery Date. All the deliverables must be received on or before the date(s) specified in **Annex Basis of Payment**.

3.3. Options – Goods

a. **Grant of Option.** The Contractor agrees that Canada has the irrevocable option to acquire the goods, services or both described in **Annex Basis of Payment** of the Contract under the same conditions and at the prices, rates, or both stated in the Contract.

b. **Exercise of Option.** Canada may exercise the option within 12 months after contract award by sending written notice to the Contractor. In accordance with the Notice provisions, only the Contracting Authority may exercise the option, and the Contracting Authority will evidence the change, for administrative purposes only, through a contract amendment.

4. Delivery of Goods.

4.1. Delivery Obligation. The Contractor must deliver the Goods **Delivered Duty Paid (DDP)** as per **Annex Basis of Payment Incoterms 2020.**

4.2. Delivery Points. Delivery of the requirement will be made to delivery point(s) specified at **Annex Basis of Payment** of the Contract.

a. 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.

4.3. Delivery Costs. The Contractor will arrange delivery by the most direct and economical means that are consistent with Canada's shipping practice.

4.4. Preparation for Delivery. 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.

4.5. Dangerous Goods or Hazardous Products – Labelling and Packaging Compliance.

- **a. Labelling**. The Contractor must ensure proper labelling and packaging in the supply and shipping of dangerous goods or hazardous products to the Government of Canada.
- **b. Liability**. The Contractor is responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods or hazardous products.
- **c. Marking**. The Contractor must clearly mark all merchandise labels with the percentage of volume that is a hazardous item. If the Contractor fails to do so, it will be responsible for any damages caused in the movement of goods or products by government vehicles or government personnel.
- **d. Compliance with Applicable Laws**. The Contractor must comply with all laws applicable to dangerous goods and hazardous products.

4.6. Delivery and Unloading.

- **a. Unloading**. The Contractor must equip its delivery trucks with an unloading device that permits unloading at sites with no hydraulic, stationary, or other type of unloading facility.
- **b. Personnel**. When making deliveries, the Contractor must provide sufficient personnel to permit unloading of any type of vehicle without the assistance of federal government personnel.
- **c. Curbside Unloading**. 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.

Option 1: When the contract is to be with a Canadian-based supplier.

4.7. Release Documents (Department of National Defence): Canadian-based Contractor.

- **a. Signature Requirement.** The Department of National Defence (DND) Quality Assurance Representative's signature on the release document is not required, unless otherwise directed by the DND Quality Assurance Authority.
- **b. Release Form.**
  - **i.** The Contractor must prepare either DND form CF 1280 - Certificate of Release, Inspection and Acceptance, or a release document containing the same information, before any material is released for shipment.
  - **ii.** For the return of repair and overhaul material to the Defence Supply Chain, the Contractor must use forms DND 2227/DND 2228 instead of DND form CF 1280.

Option 2: When the contract is to be with a Foreign-based supplier.

4.8. Release Documents (Department of National Defence): Foreign-based Contractor. The Contractor must prepare a Certificate of Conformity in accordance with NATO STANAG 4107 before any material is released for shipment.

Option 3: When the contract is to be with a United States-based supplier.

4.9. Release Documents (Department of National Defence): United States-based Contractor. The Contractor must prepare either a DD Form 250 - Material Inspection and Receiving Report, or a release document containing the same information in a format acceptable to the Quality Assurance Representative, before any material is released for shipment.

4.10. Release Documents - Distribution. The Contractor must prepare the release documents and distribute them as follows:

- **a.** One copy mailed to consigned marked "Attention: Receipts Officer"
- **b.** Two copies with shipment (in a waterproof envelope) to the consignee,
- **c.** One copy to the Contracting Authority,
- **d.** One copy to:
  National Defence Headquarters
  Mgen George R. Pearkes Building
  101 Colonel By Drive
  Ottawa, Ontario K1A OK2
  Attention: [insert name]
- **e.** One copy to the Quality Assurance Representative,
- **f.** One copy to the Contractor; and
- **g.** For all non-Canadian contractors, 1 copy to:
  DQA/Contract Administration
  National Defence Headquarters
  Mgen George R. Pearkes Building
  101 Colonel By Drive
  Ottawa, Ontario K1A OK2
  E-mail: ContractAdmin.DQA@forces.gc.ca

5. Transportation.

5.1. Transportation Costs and Carrier Liability.

- **a. Transportation Costs.** If transportation costs are payable by Canada under the Contract and the Contractor makes the transportation arrangements, the Contractor must ship using the most direct and economical means consistent with normal shipping practice. The Contractor must show these costs as a separate item on the invoice.
- **b. Transportation Carriers' Liability.** The federal government's policy of underwriting its own risks precludes payment of insurance or valuation charges for transportation beyond the point at which ownership of goods passes to the federal government determined by the Incoterms applicable to the Contract. Where increased carrier liability is available without charge, the Contractor must obtain the increased liability for shipment.

5.2. Shipping Documentation. When shipping goods, the transportation bill of lading must accompany the original invoice, except for "collect" shipments (when stipulated), in which event it must accompany the shipment. In addition, a packing slip must accompany each shipment, showing item, quantity, part or reference numbers, description of the goods and contract number, including the CRN and PBN. If Canada has inspected the goods at the Contractor's plant, the Contractor must attach the signed inspection voucher to the packing slip.

5.3. Delivery of Dangerous Goods or Hazardous Products

- **a. Marking. T**he Contractor must mark dangerous goods or hazardous products that are classed as dangerous/hazardous as follows:
  - **i.** Shipping container - in accordance with the Transportation of Dangerous Goods Act, and
  - **ii.** Immediate product container - in accordance with the Hazardous Products Act
- **b. Safety Data Sheets.** The Contractor must provide bilingual Safety Data Sheets, indicating the NATO Stock Number as follows:
  - **i.** Two hard copies
    - **1.** One copy to be enclosed with the shipment, and
    - **2.** One 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.** One copy sent in any electronic format to the following address: MSDS-FS@FORCES.GC.CA
- **c. Responsibility.** The Contractor is responsible for any damages caused by improper packaging, labelling, or carriage of dangerous goods or hazardous products.
- **d. Compliance with Applicable Laws.** The Contractor must comply with all federal, provincial and municipal laws and by-laws applicable to dangerous goods and hazardous products.
- **e. Notice of Shipping.** In order to schedule a receiving time, the Contractor must contact the consignee, Supply Depot Traffic Section, at least 48 hours before shipping any dangerous goods or hazardous products.

5.4. Incomplete Assemblies. The Contractor must not ship incomplete assemblies without the Contracting Authority’s prior written authorization.

5.5. Labelling. 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.

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

5.7. Shipping Instructions – Delivery at Destination. Goods must be consigned to the destination specified in the Contract and delivered:

- **a.** Delivered Duty Paid (DDP) as detailed in the **Annex Basis of Payment** Incoterms 2020 for shipments from a commercial contractor.

5.8. Wood Packaging Materials.

a. Conform to Standards. The Contractor must ensure that all wood packaging materials used in shipping conform to the International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15).

b. Additional Information. The Contractor will find pertinent additional information on Canada's import and export programs in the following Canadian Food Inspection Agency policy directives:

D-98-08 - Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States

D-13-01 – Canadian Heat Treated Wood Products Certification Program (HT Program)

6. Inspection and Acceptance.

6.1. Inspection, Acceptance and Cure.

a. Canada's Rights. All the Work is subject to inspection and acceptance by Canada.

i. Inspection and Acceptance. Canada has the right to inspect and accept all Work. Canada's inspection and acceptance of the Work by Canada do not relieve the Contractor of its responsibility for defects or other failures to meet the requirements of the Contract.

ii. Rejection and Cure. If Canada rejects any Work, it may require the Contractor to correct or replace the Work at no additional cost.

6.2. Inspection and Acceptance. The Technical Authority is also the Inspection Authority. The Inspection Authority may inspect all reports, deliverable items, documents, goods, and services provided under the Contract that are subject to inspection by the Inspection Authority or representatives. If any report, document, good, or service is not in accordance with the requirements of the Statement of Work to the Inspection Authority's satisfaction, the Inspection Authority may reject it or require its correction at the Contractor's expense before recommending payment.

7. Basis of Payment.

7.1. Basis of Payment – Firm Price (All Work). In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, Canada will pay the Contractor firm unit prices as specified in **Annex Basis of Payment** for a cost of **(Insert the amount at Contract award).** Customs duties are included in accordance with article 7.2 Increased or Decreased Costs below, and Applicable Taxes are extra. Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.2. Increased or Decreased Costs.

a. The Contract Amount must not be increased nor decreased by reason of any increase or decrease in the cost of the Work that is brought about by an increase or decrease in the cost of labour, Plant, Material or any wage adjustment.

b. Notwithstanding paragraph d.) of 9.7 "Taxes", if any change, including a new imposition or repeal, of any tax, customs or other duty, charge, or any similar imposition that is imposed under

sales, customs or excise tax legislation of the Government of Canada or any Provincial or Territorial legislation, affects the cost of the Work to the Contractor, and occurs

i. after the date of submission by the Contractor of its bid; or

ii. after the date of submission of the last revision, if the Contractor's bid was revised;

iii. the Contract Amount shall be adjusted in the manner provided in paragraph c.) of 7.3 Increased or Decreased Cost.

c. If a change referred to in paragraph b.) of 7.2 occurs, the Contract Amount shall be increased or decreased by an amount established by an examination by Canada of the relevant records of the Contractor referred to in 14, "Accounts and Audits", to be the increase or decrease in the cost incurred by the Contractor that is directly attributable to that change.

d. For the purpose of paragraph b.) of 7.2, if a tax is changed after the tender closing, but public notice of the change has been given by the Minister of Finance or the corresponding Provincial or Territorial authority before that closing, the change shall be deemed to have occurred before the solicitation closing.

e. Notwithstanding paragraphs b.) to d.) of 7.2, no adjustment to the Contract Amount in respect of the Work or a part thereof shall be made for a change in any imposition referred to in this section that occurs after the date required by the Contract for completion of the Work or that part of the Work.

7.3. Auditing.

a. Government Audit. Canada may recover amounts and make adjustments to amounts payable to the Contractor if an examination of the Contractor’s records has identified amounts allocated to the Contract that are not in accordance with the Contract terms.

b. Overpayment. If the results of an examination indicate that Canada has overpaid, such overpayment is due and payable on the date indicated in the notice of overpayment.

8. Fees.

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

8.2. Exchange Rate Fluctuation Adjustment.

a. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC includes all related taxes, duties, and other costs that the Offeror pays and that are to be included in the adjustment amount.

b. For each line item where an FCC is identified, Canada assumes the risks and benefits of exchange rate fluctuation, as shown in the Basis of Payment. For such items, Canada will determine the exchange rate fluctuation amount in accordance with the terms of this clause.

c. Canada will adjust the total price paid on each invoice at the time of payment. Canada will calculate the exchange rate adjustment amount in accordance with the following formula:
Exchange rate adjustment = FCC x Qty x (i1 - i0) / i0

where formula variables correspond to:
FCC: Foreign currency component (per unit)
Qty: quantity of units
i0: Initial exchange rate (CAN$ per unit of foreign currency [for example, US$1]).The initial exchange rate is set as the Bank of Canada rate on the solicitation of offers closing date. The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.
i1: Exchange rate for adjustments (ERA) (CAN$ per unit of foreign currency [for example, US$1]). The Bank of Canada publishes its rates each business day by 16:30 Eastern Time.

i. The ERA for goods will be the Bank of Canada rate on the date the goods were delivered.

ii. The ERA for services will be the Bank of Canada rate on the last business day of the month for which the services were performed.

iii. The ERA for advance payments will be the Bank of Canada rate on the last business day before payment. For non-business days, it will be the last published business day rate.

d. The Contractor must indicate the total exchange rate adjustment amounts (whether they are upward, downward, or no change) as a separate item on each invoice or claim for payment. If an adjustment applies, the Contractor must submit form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments with their invoice.

e. The exchange rate adjustment will affect the payment amount only if the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450.

f. Canada may at any time audit any revision to costs and prices under this clause.

9. Payments.

9.1. Invoices.

a. **Invoice Submission.** The Contractor must submit invoices for each delivery in accordance with the Contract. Each invoice must indicate whether it covers partial or final delivery.

b. **Invoice Details.** Invoices must show:

i. the date, the name and address of the client department, item or reference numbers, deliverable or description of the Work, contract number, Client Reference Number, Procurement Business Number, and financial code(s);

ii. details of expenditures (such as item, quantity, unit of issue, unit price, fixed time labour rates and level of effort, subcontracts, as applicable) in accordance with the Basis of Payment, exclusive of Applicable Taxes;

iii. deduction for holdback, if applicable;

iv. the extension of the totals, if applicable;

v. if applicable, the method of delivery together with date, case numbers and part or reference numbers, shipment charges and any other additional charges; and

vi. Applicable Taxes as a separate item along with corresponding registration numbers from the tax authorities. The Contractor must identify on all invoices all items that are zero-rated, exempt or to which Applicable Taxes do not apply.

c. Payment of Taxes. Canada will pay Applicable Taxes. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate. The Contractor must pay Applicable Taxes, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.

d. Exemptions. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law.

e. Withholding for Non-Residents. Canada will withhold 15 percent of the amount to pay the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada unless the Contractor obtains a valid waiver from the Canada Revenue Agency.

9.2. Invoicing Instructions.

a. Invoice Submission. The Contractor cannot submit any invoices until all Work identified in the invoice is completed.

b. Invoice Support. The Contractor must support each invoice with

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) training;

iii. a copy of the release document and any other required documents,

iv. a copy of the invoices, receipts, and vouchers for all direct expenses, and all travel and living expenses,

v. a copy of invoices or receipts for Shipping Costs;

vi. a description of the Worked delivered; and

vii. a breakdown of the cost elements.

c. Invoice Distribution. The Contractor must forward:

i. the invoice to the following address for certification and payment: **marie-eve.bouchard@forces.gc.ca**

d. Holdback

i. A 10% holdback will apply on any due payment of the following

ii. Item 001 to item 007; as per **Annex – Basis of Payment**. 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.

iii. Release of the 10% holdback is conditional upon receipt and acceptance of all Work under this Contract.

9.3. Payment Period. Canada will pay the Contractor's undisputed invoice amount within 30 days after receipt of invoice in acceptable form and content. In the event an invoice is not of an acceptable form and content, Canada will notify the Contractor within 15 days of receipt and the 30 day payment period will begin on receipt of a conforming invoice.

9.4. Late Payments.

a. **Interest on Late Payments.** Canada will pay the Contractor simple interest at the Average Rate plus 3 percent per year on any amount that is Overdue, from the date that amount becomes Overdue until the day before the date of payment, inclusive. The Contractor is not required to provide notice to Canada for interest payable.
b. **Exceptions.** Canada will pay interest only if Canada is responsible for the delay in paying the Contractor. Canada will not pay interest on Overdue advance payments.

9.5. Electronic Payment of Invoices. The Contractor accepts that Canada will use the following electronic payment instruments:

{| Remove what does not apply:

a. Direct Deposit (Domestic and International),
b. Electronic Data Interchange (EDI),
c. Wire Transfer (International Only)

9.6. Right to Set-Off. When Canada makes a payment to the Contractor, Canada may deduct any amount payable to Canada by the Contractor under this or any other current contract.

9.7. Taxes.

a. Federal government departments and agencies are required to pay Applicable Taxes.
b. Applicable Taxes will be paid by Canada as provided in the Invoice Submission section. It is the sole responsibility of the Contractor to charge Applicable Taxes at the correct rate in accordance with applicable legislation. The Contractor agrees to remit to appropriate tax authorities any amounts of Applicable Taxes paid or due.
c. The Contractor is not entitled to use Canada's exemptions from any tax, such as provincial sales taxes, unless otherwise specified by law. The Contractor must pay applicable provincial sales tax, ancillary taxes, and any commodity tax, on taxable goods or services used or consumed in the performance of the Contract (in accordance with applicable legislation), including for material incorporated into real property.
d. In those cases where Applicable Taxes, customs duties, and excise taxes are included in the Contract Price, the Contract Price will be adjusted to reflect any increase, or decrease, of Applicable Taxes, customs duties, and excise taxes that will have occurred between offer submission and contract award. However, there will be no adjustment for any change to increase the Contract Price if public notice of the change was given before offer submission date in sufficient detail to have permitted the Contractor to calculate the effect of the change.
e. Tax Withholding of 15 Percent – Canada Revenue Agency.
Pursuant to the Income Tax Act, 1985, c. 1 (5th Supp.) and the Income Tax Regulations, Canada must withhold 15 percent of the amount to be paid to the Contractor in respect of services provided in Canada if the Contractor is not a resident of Canada, unless the Contractor obtains a valid waiver from the Canada Revenue Agency. The amount withheld will be held on account for the Contractor in respect to any tax liability which may be owed to Canada.

9.8. Customs Duties - Contractor Importer.

a. **Tariff Item Number.** As the goods to be supplied under the Contract are defence supplies, customs duties on importation to Canada may be remitted under the Tariff Item Number 9982.00.00 of the Schedule to the Customs Tariff.

b. Remission of Duties. If the contract value of the defence supplies is CAD$250,000 or more, remission of customs duties payable may be granted under the Tariff Item Number 9982.00.00. The Contractor must calculate this dollar value using the import value of the goods plus the duty that would be applicable in the absence of the Customs Tariff.

c. Contractor's Responsibility. The Contractor is responsible for

i. pre-arranging remission on importation or paying customs duties on importation and applying to Canada Border Services Agency for a refund, and

ii. applying to Public Works and Governments Services Canada in good time for the certification required by the Customs Tariff.

9.9. Taxes Foreign-based Contractor.

a. No Taxes. Unless otherwise specified, the price does not include any amount for any tax levied in Canada , but includes all other taxes. If the Work would normally be subject to federal excise tax, Canada will, upon request, provide the Contractor with the necessary certificate of exemption.

b. Documentation, Reimbursement, and Refunds. Canada will provide the Contractor with such evidence of export that the tax authorities may request. If Canada fails to do so and the Contractor has to pay federal excise tax, Canada will reimburse the Contractor, but only if the Contractor takes such steps as Canada may require to recover any payment it has made. The Contractor must refund to Canada any amount so recovered.

10. Method of Payment.

10.1. Multiple Payment. Canada will pay the Contractor upon completion and delivery of the units if:

a. The Contractor has properly submitted an accurate and complete invoice along with any other necessary documents.

b. Canada has verified all such documents, and

c. Canada has accepted the Work delivered.

11. Warranties.

11.1. Warranty.

a. General Warranty. The Contractor states that the Work will be new, conform to the Specifications, and be free from defects in design, material and workmanship during the longer of the Contractor’s standard warranty period or 12 months or 100,000 km, which ever comes first, after Canada accepts the Work (the “Warranty Period”).

b. Government Property. With respect to Government Property not supplied by the Contractor, the Contractor's warranty will extend only to its proper incorporation into the Work.

c. Replacement or Repair. Upon Canada’s request during the Warranty Period the Contractor at its expense, must replace or repair any nonconforming or defective goods within 5 days or such other time as specified by Canada.

d. Defective or Non-conforming Work. Canada will return any Work or any part of the Work found to be defective or non-conforming, to the Contractor's plant for replacement, repair or making good. However, when 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 reasonable travel and living expenses) incurred in so doing.

e. Transportation Costs. The Contractor must pay the transportation cost associated with:
   i. Canada's returning the Work or any part of the Work to the Contractor's plant, and
   ii. 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 directed by Canada.

11.2. Extension of Warranty. The Contractor must automatically extend the Warranty Period by the duration of any period or periods where the Work is unavailable for use by Canada or Canada cannot use the Work because of a defect or non-conformance during the original Warranty Period. The warranty applies to any part of the Work repaired, replaced or otherwise made good, for the greater of:

a. the Warranty Period remaining, including the extension, or
b. 90 days or such other period as the Parties may specify for that purpose.

12. Ownership and Risk of Loss.

12.1. Ownership.

a. Transfer of Ownership to Canada. Unless provided otherwise, the Work or any part of the Work belongs to Canada after acceptance by or on behalf of Canada.
b. Partial Payments. However, if any payment is made to the Contractor for or on account of any work, either by way of progress or milestone payments, that work paid for by Canada belongs to Canada upon such payment being made. This transfer of ownership does not constitute acceptance by Canada of the Work or any part of the Work and does not relieve the Contractor of its obligation to perform the Work in accordance with the Contract.

12.2. Risk of Loss. Despite any transfer of ownership, the Contractor is responsible for any loss or damage the Contractor or its subcontractor causes to the Work or any part of the Work in accordance with the Contract.

12.3. Title. Upon transfer of ownership to the Work or any part of the Work to Canada, the Contractor must, if requested by Canada, establish to Canada's satisfaction that the title is free and clear of all claims, liens, attachments, charges or encumbrances. The Contractor must execute any conveyances and other instruments necessary to perfect the title that Canada may require.

13. Government Property.

13.1. Care of Property. The Contractor must take reasonable and proper care of all Government Property while it is in its possession or subject to its control. The Contractor is responsible for any loss or damage resulting from its failure to do so other than loss or damage caused by ordinary wear and tear.

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

14. Accounts and Audit.

14.1. Accounts and Records.

a. **Requirement to Keep Records.** The Contractor must maintain complete and accurate records of the estimated and actual cost of the Work, to enable Canada to determine whether the Contractor has performed the Work, the price charged for the Work is in accordance with the Contract terms and Canada has achieved best value.

b. **Types of Records.** Such records include all tender calls, quotations, contracts, correspondence, source documents for accounting entries such as Excel or other spread sheets in numeric and machine readable form (not PDF copies), books and ledgers of initial accounting entries, work sheets, spreadsheets and other documentation supporting cost allocations, computations, reconciliations and assumptions made by the Contractor in relation to the Contract. The Contractor can only use copies if originals are unavailable due to unusual circumstances, such as fire, flood or theft.

c. **Accounting System.** The Contractor must establish and maintain an accounting system that enables Canada to readily identify these records.

d. **Availability of Records.** The Contractor must make these records available on request, for examination by Canada, or by Canada's representatives during normal business hours at the Contractor's office or place of business. If no such location is available, then the Contractor must make financial records, with the supporting or underlying documents and records, available for examination at a time and location that is convenient for Canada.

e. **Retention of Records.** The Contractor must maintain such records, and Canada and its authorized representatives may examine such records, at all times during the period of this Contract and until the later of seven years after final payment and the settlement of all outstanding claims and disputes. Should an examination reveal any overpayments by Canada, these will be claimed by Canada and immediately repaid by the Contractor.

f. **Review by Canada.** Canada and its authorized representatives may examine, and make copies of, or extract from, all such records in whatever form they may be kept, relating to or pertaining to this Contract, including but not limited to those kept by the Contractor, its employees, agents, successors, and subcontractors.

g. **Full Compliance.** The Contractor must ensure that all subcontractors and affiliates comply with the requirements of this clause.

14.2. Discretionary Audit – Commercial Goods and or Services.

a. **Price Verification**. Canada may at any time, by audit, verify the Contractor's certification that the price or rate is not in excess of the lowest price or rate charged to anyone else for the like quality and quantity of the goods, the services, or both.

b. **Repayment**. If such an audit, made after Canada has paid the Contractor, demonstrates that the certification is in error, the Contractor must, if Canada requests, either repay Canada the amount found to be in excess of the lowest price or rate, or authorize the retention by Canada of that amount by way of deduction from any sum of money that may be due or payable to the Contractor under the Contract.

c. **Adjustment**. If such an audit, made before Canada has paid the Contractor, demonstrates that the certification is in error,, Canada will adjust any pending invoice accordingly. If the Contract

is still in effect at the time of the verification, the price or rate will be lowered in accordance with the results of the audit.

15. Insurance.

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

16. Certifications and Additional Information.

16.1. Compliance with Certifications. Unless specified otherwise, the Contractor will be in default if it does not continuously comply with the certifications it provided in its offer or before contract award or if the Contractor does not provide evidence about its compliance when requested by the Contracting Authority. Canada may verify the Contractor's certifications throughout the Contract Period.

16.2. Compliance with Laws. The Contractor must comply with all laws applicable to the performance of the Contract. The Contractor must provide evidence of compliance with such laws to Canada at such times as Canada may reasonably request.

16.3. Compliance with Code of Conduct. The Contractor must comply with the Code of Conduct for Procurement.

16.4. Contingency Fees. The Contractor certifies and agrees that it has not paid and will not pay, directly or indirectly, any contingency fee for the solicitation, negotiation or obtaining of the Contract to any person (including, without limitation any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act), other than an employee of the Contractor acting in the normal course of the employee's duties. In this section:

- **a.** "contingency fee" means any payment or other compensation that depends or is calculated based on a degree of success in solicitating, negotiating or obtaining the Contract; and
- **b.** "person" included any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act 1985, c. 44 (4th Supplement).

16.5. No Bribe. The Contractor certifies that it has not and will not offer, promise, give or pay any bribe, gift, benefit, or other inducement directly or indirectly to any official or employee of Canada or to any member of their family, in order to influence the issuance or administration of the Contract.

16.6. No Influence; No Financial Interest. The Contractor must not influence, seek to influence, or otherwise take part in any decision of Canada that might further the Contractor's own interests. The Contractor must have no financial interest in the business of any third party that causes or would appear to cause a conflict of interest in connection with the performance of the Work. The Contractor must immediately declare any such financial interest to the Contracting Authority.

16.7. No Conflict. The Contractor warrants that, to the best of its knowledge after making diligent inquiry, no conflict exists or is likely to arise in its performance of the Contract. If the Contractor becomes aware of any matter that causes or is likely to cause such a conflict, the Contractor must immediately

disclose it to the Contracting Authority. If the Contracting Authority is of the reasonable opinion that such a conflict exists, it may either (i) require the Contractor to take steps to deal with the conflict or (ii) terminate the Contract for default. In this section, “conflict” means any matter, circumstance, interest, or activity affecting the Contractor, its personnel, or its subcontractors, that may impair or may appear to impair its ability to perform the Work diligently and independently.

16.8. Ethics Codes for Public Service. The Contractor acknowledges that individuals who are subject to the provisions of the Conflict of interest Act, the Conflict of interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service or all other codes of values and ethics applicable within specific organizations cannot derive any direct or indirect benefit from the Contract.

16.9. Ineligibility and Suspension Policy Provisions. The Contract incorporates the *Ineligibility and Suspension Policy* and all related Directives incorporated by reference into the solicitation of offers on its closing date, and form a binding part of the Contract. The Contractor must comply with the provisions of the *Ineligibility and Suspension Policy* and Directives, found on Public Works and Government Services Canada’s website at Ineligibility and Suspension Policy.

16.10. Federal Contractors Program for Employment Equity - Default by the Contractor. The Contractor 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 throughout the Contract Period. If the AIEE becomes invalid, Canada will add the name of the Contractor to the "FCP Limited Eligibility to Offer” list. The imposition of such a sanction by ESDC will result in the Contractor being in default.

16.11. Invoice Submittal Certification. By submitting an invoice, the Contractor certifies that the invoice is consistent with the Work delivered and is in accordance with the Contract.

16.12. Compliance with On-site Rules. 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.

16.13. Canadian Forces Site Regulations. The Contractor must comply with all standing orders and other regulations, instructions, and directives in force on the site where the Work is performed.

16.14. ISO 9001: **2015 Quality Management Systems Requirements (Quality Assurance Code Q)**

a. ISO Compliance. While performing the Work, the Contractor must comply with the requirements of ISO 9001:2015 - Quality management systems - Requirements, published by the International Organization for Standardization (ISO), current edition at date of offer submission.

b. ISO Requirements. Canada does not require the Contractor to be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. The only exclusions that Canada may accept are those in accordance with clauses A.5 and 4.3 of ISO 9001.

c. Assistance for Government Quality Assurance (GQA)

i. **Accommodation and Facilities**. The Contractor must provide the Quality Assurance Representative (QAR)
   1. with the accommodation and facilities required to properly accomplish the GQA, and
   2. any assistance required to evaluate, verify, validate, document, or release any product.

ii. **Access to Facilities, etc**. The Contractor must
   1. ensure that the QAR can access any site of the Contractor's, sub-contractors or any sub-tier external providers of goods or services where any part of the Work is being performed,
   2. provide the QAR unrestricted opportunity to evaluate and verify the Contractor's conformity with quality system procedures and to validate product or service conformity with the requirements of the Contract,
   3. make available for the QAR's reasonable use the equipment necessary for all validation purposes, and
   4. make its personnel available to operate such equipment as required.

iii. **GQA at Other Facilities**. If the QAR determines that GQA is required at a subcontractor's or external provider's facilities, the Contractor must provide for this in the purchasing document or other documented means and forward copies to the QAR, together with relevant technical data that the QAR may request.

iv. **Notification of non-conformity**. If a particular product or service has been subject to GQA, the Contractor must notify the QAR of any non-conforming product or service received from a subcontractor or external provider.

v. **Software Requirements**. For the design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2015 "Quality management systems – Requirements," according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2018 "Software engineering - Guidelines for the application of ISO 9001:2015 to computer software."

16.15. Interchangeability: unless changes during the production run are authorized by Contracting Authority, all vehicles 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.

16.16. Post Contract Award Meeting. 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.

16.17. Quality Assurance Authority (Department of National Defence): Canadian-based Contractor

a. Government Quality Assurance. All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).

Director of Quality Assurance
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

b. Contractor to Contact QAR. The Contractor must contact the QAR within 48 hours of contract award. The Contractor can obtain the name, location, and phone number of the QAR from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

Atlantic - Halifax 902-427-7150 / RDIMSHFXNDQARHALIFAX@forces.gc.ca
Atlantic - Enfield 902-427-7224 / rdimshfxndqarenfield@forces.gc.ca
Atlantic - East Marine 902-427-2354
Quebec - Lévis 418-564-4728 / RAQDNQcLevisHCWPC@forces.gc.ca
Quebec - Montreal 514-732-4401 or 514-732-4477 / NDQARMtlsvcclient@forces.gc.ca
Quebec - Quebec City 418-844-5000, ext. 1518 / RAQDNQcQuebec@forces.gc.ca
National Capital Region - Ottawa 343-549-3073 / ncr.dqa-rcn.daq@forces.gc.ca
Ontario - Toronto 416-633-6200 ext. 5080 / NDQAR.GTA.QAM@forces.gc.ca
Ontario - London 226-678-0704 / +NDQAR@forces.gc.ca
Manitoba/Saskatchewan - Winnipeg 204-833-2500, ext. 6574 / Joe.Taferner@forces.gc.ca
Alberta - 403-410-2320, ext. 3830 / Diane.Tupper@forces.gc.ca
British Columbia - Vancouver 604-225-2520, ext. 2461 / CRNDQA.VAN@forces.gc.ca
British Columbia - Victoria 250-363-1900 ext. 60236 / ESQQAWCVictoriaQAM@forces.gc.ca
British Columbia - Esquimalt 250-363-1900 ext. 60241 / ESQQAWCVictoriaQAM@forces.gc.ca

c. Contractor Responsibility. The Contractor must perform all inspections and tests necessary to substantiate that the provided materiel or services conform to the requirements of the Contract.

d. Test Samples. The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples that the QAR may reasonably require to verify conformity to the requirements of the Contract. The Contractor must forward this technical data, test data, test pieces and samples at its expense to any location the QAR may direct.

e. Retention of Test Records. The Contractor must retain the following for a period of three years from the date of completion or termination of the Contract: quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions. The Contractor must make these records available to the QAR upon request.

16.18. Quality Assurance Authority (Department of National Defence): Foreign-based and United States Contractor.

a. **Government Quality Assurance.** All work is subject to Government Quality Assurance (GQA) performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its designated Quality Assurance Representative (QAR).
Director of Quality Assurance
National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: **ContractAdmin.DQA@forces.gc.ca**

b. **Notice of Contracting Authority**. The Contractor must notify the Contracting Authority if the QAR performing GQA at the Contractor's site has not contacted the Contractor within 45 business days of Contract award.

c. **National Quality Assurance Authority**. If the Parties have not concluded any official arrangements for mutual GQA, the Department of National Defence will arrange for a National Quality Assurance Authority acceptable to the Director of Quality Assurance to conduct the GQA services. If the GQA services must be provided on a cost-recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.

d. **Contractor Responsibility**. The Contractor must perform all inspections and tests necessary to substantiate that the provided materiel or services conform to the requirements of the Contract.

e. **Test samples**. The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples that the QAR may reasonably require to verify conformity to the requirements of the Contract. The Contractor must forward this technical data, test data, test pieces and samples at its expense to any location the QAR may direct.

f. **Retention of Test Records**. The Contractor must retain the following for a period of three years from the date of completion or termination of the Contract: quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions. The Contractor must make these records available to the QAR upon request.

16.19. Quality Assurance Document. The Contractor must ensure that a packing note and copies of the quality assurance document accompany each shipment. They must be enclosed in a waterproof envelope fastened to the last package of the shipment or inside the last package, which is to be marked to indicate the enclosures. In the case of a carload shipment, they must be fastened to the inside door frame of the railway car.

16.20. Recall Notices. All recall notices must be forwarded to the Technical Authority identified in this Contract.

16.21. Shipment of Dangerous Goods – Hazardous Products. The Contractor must label and ship dangerous goods/hazardous products falling within the *Transportation of Dangerous Goods Act*, 1992, c.34 and the *Hazardous Products Act*, R.S.C. 1985, c. H-3 and their regulation(s) in accordance with the said Acts and regulation(s) accompanied by the required safety data sheet(s) completed in both English and French.

16.22. Vehicle Safety. The Contractor must ensure that each supplied vehicle meets the applicable provisions of the Motor Vehicle Safety Act and with the applicable regulations in force on the date of its manufacture.

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

16.24. 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.

b. Delivery of Copies. In addition to the copies which are to be delivered with the equipment the Contractor must forward **To be added in the resulting contract]** copies of each publication to:
Department of National Defence
MGen George Pearkes Building
Ottawa, Canada
K1A 0K2
Attention: **[To be added in the resulting contract]**.

17. International Sanctions.

17.1. Sanctions Limitations. Canada cannot accept delivery of goods or services that originate, directly or indirectly, from the countries or persons subject to economic sanctions.

17.2. Contractor Obligations.

a. The Contractor must:
- **i.** not supply to the Government of Canada any goods or services that are subject to economic sanctions,
- **ii.** comply with changes to the regulations imposed during the Contract Period, and
- **iii.** immediately advise Canada if it is unable to perform the Work because of the imposition of economic sanctions against a country or person or the addition of a good or service to the list of sanctioned goods or services.

b. If the Parties cannot agree on a workaround plan, Canada will terminate the Contract for convenience.

18. Foreign Nationals.

Option 1. Use this clause in contracts for goods and services with a Canadian contractor where there could be a need for the contractor to hire foreign nationals (i.e., non-Canadians or non-permanent residents) to work in Canada.

18.1. Foreign Nationals – Canadian Contractor. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred because of non-compliance with immigration requirements.

Option 2. Use this clause in contracts for goods and services with a foreign contractor where there could be a need for the contractor to hire foreign nationals (i.e., non-Canadians or non-permanent residents) to work in Canada.

18.2. Foreign Nationals – Foreign Contractor. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any Work under the Contract in Canada. The Contractor is responsible for all costs incurred because of non-compliance with immigration requirements.

19. Anti-forced Labour Requirements.

19.1. Contractor's Statement. The Contractor states that the Work is not mined, manufactured, or produced wholly or in part by forced labour. In performing the Contract and regardless of who acts as an importer, the Contractor must not, directly or indirectly, deliver Work to Canada or import Work into Canada the importation of which is prohibited under ss. 136(1) of the Customs Tariff and tariff item No. 9897.00.00 of the Customs Tariff – Schedule (as amended from time to time), because it is mined, manufactured, or produced wholly or in part by forced labour.

19.2. Effect of Tariff Classification Determination or Investigation. If a tariff classification determination is made under the Customs Act that the importation of the Work or any part of the Work is prohibited, the Contractor must immediately so notify the Contracting Authority. If the Work or any part of the Work is classified under tariff item no. 9897.00.00 of the Customs Tariff – Schedule as mined, manufactured, or produced wholly or in part by forced labour, Canada may immediately terminate the Contract for

default. If the Contractor is aware that the Work, or any part of it, is being or has been investigated regarding whether it is prohibited from entry under to tariff item No. 9897.00.00, the Contractor must immediately notify the Contracting Authority of that investigation.

19.3. Canada's Reasonable Grounds for Termination. If Canada has reasonable grounds to believe the Work was or is mined, manufactured, or produced in whole or in part by forced labour or was or is linked to human trafficking, Canada may terminate the Contract for default. Reasonable grounds for making such a determination may include

- **a.** Findings or Withhold Release Orders issued by the United States Customs and Border Protection, under the US Trade Facilitation and Trade Enforcement Act (TFTEA) of 2015, or
- **b.** Credible evidence from a reliable source.

19.4. Contractor's Conviction in Canada of Specified Offences. Canada may terminate the Contract for default if the Contractor has, in the past three years, been convicted of any of the following offences under the Criminal Code or the Immigration and Refugee Protection Act:

- **a. Criminal Code.**
  - **i.** section 279.01 (Trafficking in persons),
  - **ii.** section 279.011 (Trafficking of a person under the age of eighteen years),
  - **iii.** subsection 279.02(1) (Material benefit - trafficking),
  - **iv.** subsection 279.02(2) (Material benefit - trafficking of person under 18 years),
  - **v.** subsection 279.03(1) (Withholding or destroying documents - trafficking),
  - **vi.** subsection 279.03(2) (Withholding or destroying documents - trafficking of person under 18 years), or
- **b. Immigration and Refugee Protection Act.**
  - **i.** section 118 (Trafficking in persons).

19.5. Contractor's Conviction Abroad of Similar Offences. If the Contractor has, in the past three years, been convicted of an offence in a jurisdiction other than Canada that, in Canada's opinion, is similar to any of the offences identified in the immediately preceding clause entitled "Contractor's Conviction in Canada of Specified Offences", Canada may immediately terminate the Contract for default.

19.6. Determination of Similarity of Offences. For the purposes of determining whether a foreign offence is similar to a listed offence, Canada will take into account the following factors:

- **a.** in the case of a conviction, whether the court acted within its jurisdiction,
- **b.** whether the Contractor was afforded the right to appear during the court's proceedings or to submit to the court's jurisdiction,
- **c.** whether the court's decision was obtained by fraud, or
- **d.** whether the Contractor was entitled to present to the court every defence that the Contractor would have been entitled to present if the proceeding had been tried in Canada.

19.7. Representations from Contractor. If Canada intends to terminate the Contract under this section, Canada will so inform the Contractor and give the Contractor an opportunity to make written representations before making a final decision. Unless Canada establishes a different deadline, the Contractor must submit such written representations within 30 calendar days from receiving Canada's notice of concern.

20. Defence Contract.

20.1. Defence Contract Requirements.

a. Governing Act. The Contract is a defence contract within the meaning of the Defence Production Act and must be governed accordingly.

b. Work Free from Claims. The Contractor must ensure that Canada's title to the Work and to any materials, parts, work-in-process, and finished work remains free of all third-party claims.

c. Canada's Ownership of Work. Canada may, at any time, remove, sell, or dispose of the Work or any part of it in accordance with section 20 of the Defence Production Act.

21. Termination and Suspension.

21.1. Termination for Convenience.

a. Right to Terminate. Canada may terminate the Contract for convenience in whole or in part by giving written notice to the Contractor. The termination for convenience will take effect immediately or at the time specified in the termination notice.

b. Effect of Termination. Upon termination for convenience of the Contract

i. the Contractor must comply with the requirements of the termination notice; or

ii. if Canada terminates the Contract in part only, the Contractor must proceed to complete any part of the Work that is not part of the termination notice.

c. Payments. Canada will pay the Contractor

i. according to the Basis of Payment, for any part of the Work delivered, inspected, and accepted whether completed before, or after the termination in accordance with the Contract;

ii. Costs incurred by the Contractor plus a fair and reasonable profit thereon as determined by Canada in accordance with the profit provisions found in PWGSC Supply Manual section 10.65 Calculation of profit on negotiated contracts, for any part of the Work commenced, but not completed, before the date of the termination notice; and

iii. Costs incidental to the termination of the Work incurred by the Contractor but not including the cost of severance payments or damages to employees whose services are no longer required, except wages that the Contractor is obligated by statute to pay.

d. Maximum Payment. The total of the amounts, which Canada may pay the Contractor under this section, together with any amounts paid, due or becoming due to the Contractor must not exceed the Contract Price. Canada may reduce the payment in respect of any part of the Work, if upon inspection, it does not meet the requirements of the Contract.

e. Acknowledgments.

i. Claims. The Contractor will have no claim for damages, compensation, loss of profit, interest, allowance arising out of any termination notice given by Canada under this section except to the extent that this section expressly provides;

ii. Anticipated Profits. The Contractor agrees that it is not entitled to any anticipated profit on any part of the Contract terminated; and

iii. Repayments. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

21.2. Termination on Default.

a. Right to Terminate. Canada may, by giving written notice to the Contractor, terminate the Contract or any part of the Contract if the Contractor

i. fails to perform any term of the Contract, or

ii. becomes bankrupt, makes an assignment for the benefit of creditors, or if a receiver is appointed under a debt instrument or a receiving order is made against the Contractor, or an order is made or a resolution passed for the winding-up of the Contractor.

b. Effect of Termination.

i. For (a)(i) above, the termination will take effect immediately or at the expiration of a cure period specified in the notice, if the Contractor has not cured the default to the satisfaction of the Contracting Authority within that cure period.

ii. For (a)(ii) above, the termination will take effect immediately.

iii. No Further Payment. If Canada terminates the Contract for default, the Contractor will have no claim for further payment except as provided in this section;

iv. Payment of Outstanding Amounts. The Contractor must immediately pay Canada any amounts paid by Canada, including milestone payments, and all losses and damages suffered by Canada because of the default or occurrence upon which the notice was based, including any increase in the cost incurred by Canada in procuring the Work from another source;

v. Refund of Advance Payments. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination; and

vi. Completed Parts of the Work. Upon termination of the Contract for default, the Contracting Authority may require the Contractor to deliver to Canada, in the manner and to the extent directed by the Contracting Authority, any completed parts of the Work, not delivered and accepted before the termination and anything the Contractor has acquired or produced specifically to perform the Contract. In such a case, subject to the deduction of any claim that Canada may have against the Contractor arising under the Contract or out of the termination, Canada will pay or credit to the Contractor:

1. the value, of all completed parts of the Work delivered to and accepted by Canada, based on the Contract Price, including the proportionate part of the Contractor's profit or fee included in the Contract Price; and

2. the cost to the Contractor that Canada considers reasonable in respect of anything else delivered to and accepted by Canada.

vii. Assessment under the Vendor Performance Corrective Measure Policy. In the event of of a full or partial termination for default, Canada will trigger a mandatory assessment of the Contractor’s performance under the Vendor Performance Corrective Measure (VPCM) Policy.

21.3. Suspension of Work.

a. Suspension Order. The Contracting Authority may at any time notify the Contractor to suspend any of the Work for a period of up to 180 calendar days. The Contractor must immediately comply with such a suspension 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. Before the end of this period, the Contracting Authority must either cancel the suspension order or terminate the Contract either under the section entitled Termination on Default or the section entitled Termination for Convenience.

b. Canada's Payment Relating to Suspension. If Canada makes such a suspension order but does not terminate the Contract, Canada must pay the Contractor the additional costs that the Contractor incurs as a result, plus a reasonable profit.

c. Cancellation of Suspension Order. When Canada cancels a suspension order, the Contractor must resume Work as soon as practicable. If the suspension of Work 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 Contracting Authority's opinion, following consultation with the Contractor, is necessary for the Contractor to resume the Work. The Parties will make any necessary equitable adjustments to any affected provisions of the Contract.

22. General Provisions.

22.1. Status of Contractor. The Contractor is an independent contractor engaged by Canada to perform the Work. The Contract does not create a partnership, a joint venture or an agency between Canada and the other Party or Parties. The Contractor must not represent itself as an agent or representative of Canada to anyone. Neither the Contractor nor any of its personnel are an employee or agent of Canada. The Contractor is responsible for all deductions and remittances required by law in relation to its employees.

22.2. Entire Agreement. The Contract and the offer document are the entire agreement between the Parties and supersedes all previous negotiations, communications and agreements.

22.3. Amendment.

a. Amendments to the Contract must be in writing and signed by the Parties.

b. While the Contractor may discuss any proposed modifications to the Work with other representatives of Canada, Canada will not be responsible for the cost of any modification unless it has been incorporated into the Contract in writing and signed by the Parties.

22.4. Counterparts. The Parties may execute the Contract in several counterparts, each of which is an original and all of which constitute one single agreement between the Parties.

22.5. Assignment.

a. The Contractor may only assign this agreement if

i. Canada agrees to the assignment in writing; and

ii. the Contractor remains responsible for the assignee's performance.

b. The assignment will be effective upon execution of an assignment agreement signed by the Parties and the assignee.

22.6. Applicable Laws. The laws in force in [**APPLICABLE LAW PROVINCE**] will govern the Contract and the relations between the Parties and be used to interpret the Contract. The Contractor must comply

with all laws applicable to the performance of the Contract and provide evidence of compliance with those laws to Canada if requested by the Contracting Authority.

22.7. Dispute Resolution.

a. **Open Communication Between Parties.** The Parties agree to maintain open and honest communication about the Work during and after the period of the Contract.
b. **Parties' Cooperation.** The Parties agree to consult and co-operate with each other to further the objectives of the Contract. They will promptly notify each other of, and attempt to resolve, any problems or differences that may arise.
c. **Alternative Dispute Resolution.** If the Parties cannot resolve a dispute through consultation and cooperation, they will consult a neutral third party that offers alternative dispute resolution services.
d. **Dispute Resolution Options.** Parties can find alternative dispute resolution options on Canada's CanadaBuys website under the heading "Dispute Resolution".

22.8. Powers of Canada. All rights, remedies, powers and discretions granted or acquired by Canada under the Contract or by law are cumulative, not exclusive.

22.9. Time of the Essence. It is essential that the Contractor deliver or perform the Work within or at the time stated in the Contract.

22.10. Excusable Delay.

a. **Definition of Excusable Delay.** A delay in the performance by the Contractor or Canada of any obligation under the Contract that is caused by an event that
   i. is beyond the reasonable control of the party,
   ii. could not reasonably have been foreseen,
   iii. could not reasonably have been prevented by means reasonably available to the party, and
   iv. occurred without the fault or neglect of the party, is an "Excusable Delay" if the party advises the other party's Contracting Authority or Contractor's Representative of the occurrence of the delay or of the likelihood of the delay as soon as the party becomes aware of it. The party must also advise the other, within 15 Business Days, of all the circumstances relating to the delay and provide to the Contracting Authority or Contractor's Representative for approval a clear Workaround plan explaining in detail the steps that the party proposes to take in order to minimize the impact of the event causing the delay.
b. **Postponement of Delivery.** Either party will postpone for a reasonable time any delivery date or another date directly affected by an Excusable Delay. Any postponement will not exceed the duration of the Excusable Delay.
c. **Right to Terminate.** However, if an Excusable Delay has continued for 30 days or more, the party may terminate the Contract on written notice to the other party. In such a case, the Parties agree that neither will make any claim against the other for damages, costs, expected profits or any other loss arising out of the termination or the event that contributed to the Excusable Delay. The Contractor agrees to repay immediately to Canada the portion of any advance payment that is unliquidated at the date of the termination.

d. Liability for Costs Incurred. Unless Canada has caused the delay by failing to meet an obligation under the Contract, Canada will not be responsible for any costs incurred by the Contractor or any of its subcontractors or agents because of an Excusable Delay.

22.11. Priority of Documents. If there is a conflict 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. these Articles of Agreement;
b. Annex Contract Definitions;
c. Annex Purchase Description;
d. Annex Basis of Payment;
e. the Contractor's offer dated (**Insert date of offer**) (**If the offer was clarified or amended, insert the following at the time of contract award***)*, as clarified on (**Insert date**)" **OR** ", as amended on (**Insert date(s) of clarification(s) or amendment(s)**)"**}**

23. Authorities.

23.1. Contracting Authority.

a. The Contracting Authority for the Contract is:
Name: Marie-Eve Bouchard
Tel.: 343-542-5686
E-mail: marie-eve.bouchard@forces.gc.ca
Address: 101 Colonel By Drive
Ottawa, Ontario, K1A 0K2
Department Name: Department of National Defence Headquarters

b. The Contracting Authority is responsible for the management of the Contract and must authorize in writing any changes to the Contract. 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.

23.2. Technical Authority

The Technical Authority for the Contract is: **[To be added in the resulting contract]**

a. Name:
Tel:
E-mail:
Address:
Department Name:

b. The Work is for a department or agency. The Technical Authority represents that department or agency. The Technical Authority is responsible for all matters concerning the technical content of the Work under the Contract. The Contractor may discuss technical matters with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Only the Contracting Authority can issue a contract amendment to make changes to the scope of the Work.

23.3. Quality Assurance Authority.

The Quality Assurance Authority of the Contract is **[To be added in the resulting contract]**

a. Name:
Tel:
E-mail:
Address:
Department Name:

b. Director Quality Assurance (DQA) is the Quality Assurance Authority of the Department of National Defence. DQA is responsible to monitor the Contractor Quality Management System to provide assurance that the Contractor has the ability to fulfill the quality requirements in the Contract.

23.4. Contractor's Representative. [to be completed by the Offerors]

a. The Contractor's Representative for the Contract is:
Name:
Tel:
E-mail:
Address:

b. Delivery follow-up contact:
Name:
Tel:
E-mail:
Address:

23.5. After Sales Service [to be completed by the Offerors]

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

Item 001 / North Bay
Name:
Tel:
Email:
Address:
Distance between the delivery location and the dealer and/or agent: …….. km.

Item 002 / Kingston
Name:
Tel:
Email:
Address:
Distance between the delivery location and the dealer and/or agent: …….. km.

Item 003 / Suffield
Name:
Tel:
Email:
Address:
Distance between the delivery location and the dealer and/or agent: …….. km.

Item 004 / Gagetown
Name:
Tel:
Email:
Address:
Distance between the delivery location and the dealer and/or agent: …….. km.

Item 005 / Wainwright
Name:
Tel:
Email:
Address:
Distance between the delivery location and the dealer and/or agent: …….. km.

Annex Solicitation of Offers Definitions

In this solicitation of offers, unless the context otherwise requires, the following terms have the following meanings.

"Applicable Trading Partner" means a country or customs territory other than Canada that is listed, pursuant to the schedule to the Canadian International Trade Tribunal Procurement Inquiry Regulations, as a party to any of the trade agreements applicable to this solicitation;

"Articles of Agreement" means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include the annexes, the Contractor's offer or any other document;

“Canadian Good” means a good that is wholly manufactured or originated in Canada. Canada may also consider a product that contains imported components to be a Canadian Good for the purpose of the Canadian Content Policy when it has undergone sufficient change in Canada in a manner that satisfies the definition specified under the Canada-United States-Mexico Agreement (CUSMA) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is replaced with "Canada". (Consult Section 3.130 and Annex 3.6 of the Supply Manual for further information.)

"Canadian Supplier" means a supplier that has a place of business in Canada where it conducts activities on a permanent basis that is clearly identified by name and accessible during normal business hours; or, a joint venture where each member of the joint venture has a place of business in Canada where it conducts activities on a permanent basis that is clearly identified by name and accessible during normal business hours.

“Canadian Service” means a service provided by an individual based in Canada. If a requirement consists of only one service provided by two or more individuals, Canada will consider the service to be a Canadian Service if a minimum of 80 percent of the total offer price for the service is provided by individuals based in Canada.

"Variety of Goods" means that if a requirement consists of more than one good, Canada will apply one of the following methods:

a. Aggregate evaluation: No less than 80 percent of the total offer price must consist of Canadian Goods, or

b. Item-by-item evaluation: In some cases, Canada may conduct the offer evaluation on an item-by-item basis and award contracts to more than one Offeror. In such a case, Canada will ask the Offeror to identify separately each item that meets the definition of Canadian Goods.

"Variety of Services" means that if a requirement consists of more than one service, a minimum of 80 percent of the total offer price must be provided by individuals based in Canada.

"Mix of Goods and Services" means that if a requirement consists of a mix of goods and services, no less than 80 percent of the total offer price must consist of Canadian Goods and Canadian Services.

For more information on how to determine the Canadian Content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

"Other Canadian Goods and Services" means Canada may consider textiles to be Canadian Goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.

"**Client**" means the department or agency for which the Work is performed;
"**Contracting Authority**" means the person designated by that title in the Contract, or by notice to the Contractor, to act as Canada's representative to manage the Contract;
"**Contractor**" means the person, entity or entities named in the Contract to supply goods, services, or both to Canada;
"**Contract Price**" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes;
"**Cost**" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the solicitation of offers or, if there was no solicitation of offers, the date of the Contract;
"**Date of payment**" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract;
"Excluded Material" refers to packaging tape - environmentally preferable material alternatives for packaging tape are not widely available. As a result, packaging tape is excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise;
"**Former Public Servant**" is any former member of a department as defined in the Financial Administration Act, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:
(a) an individual;
(b) an individual who has incorporated;
(c) a partnership made of former public servants; or
(d) a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity;
"**Joint Venture**" means an association of two or more Parties who combine their money, property, knowledge, expertise or other resources in a single joint business enterprise, sometimes referred as a consortium, to offer together on a requirement;
"**Lump Sum Payment**" means the payment which has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner;
"**Net-Zero Challenge or Equivalent**" means the following accepted initiatives are deemed equivalents to the Net-Zero Challenge, 'United Nations Race to Zero' or 'Science-Based Targets Initiative (SBTI)' or 'Carbon Disclosure Project (CDP)' or 'International Organization for Standardization (ISO) – ISO 14064-1:2018'
"**Offeror**" means the person or entity (or, in the case of a Joint Venture, the persons or entities) submitting an offer. It does not include the parent, subsidiaries or other affiliates of the Offeror, or its subcontractors;
"Packaging" means product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: ISO 21067-1:2016, Clause 2.1.1);

"**Party**" means Canada, the Contractor, or any other signatory to the Contract, and "**Parties**" means all of them;

"**Pension**" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S. 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8;

"Recyclable" means capable of being diverted from the waste stream through available processes and programs and can be collected, sorted, processed and returned to use in the form of raw materials or products. (Source: CAN/CSA-ISO 14021, Clause 7.7.1);

"Recyclable packaging" means packaging or a packaging component is recyclable if its successful post consumer collection, sorting, and recycling is proven to work in practice and at scale. This means that there is an existing (collection, sorting and recycling) system in place that actually recycles the packaging and that covers significant and relevant geographical areas as measured by population size. (Source: adapted from the New Plastics Economy Global Commitment);

"Returnable (to the Contractor)" means there is an existing and functional program in place for the packaging to be returned to the Contractor to reuse, refill, or recycle at no additional cost to the client;

"Reusable (by Canada)" means designed to be used multiple times for the same purpose without losing its original functionality, physical capability or quality. A characteristic of a product or packaging that has been conceived and designed to accomplish within its life cycle a certain number of trips, rotations or uses for the same purpose for which it was conceived. (Source: CAN/CSA-ISO 14021, Clause 7.12.1.1);

"**Security Deposit**" means (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or (b) a government guaranteed bond; or (c) an irrevocable standby letter of credit, or (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board;

"**Approved Financial Institution**" means (a) any corporation or institution that is a member of the Canadian Payments Association (Payments Canada); (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; (c) a credit union as defined in paragraph 137(6) of the Income Tax Act; (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or (e) the Canada Post Corporation;

"**Government-guaranteed Bond**" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is: (a) payable to bearer; (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations; (c) registered in the name of the Receiver General for Canada;

"**Irrevocable Standby Letter of Credit**" (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf, (i) will make a payment to or to the order of Canada, as the beneficiary; (ii) will accept and pay bills of exchange drawn by Canada; (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of the letter of credit are complied with; (b) must state the face amount which may be drawn against it; (c) must state its expiry date; (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office; (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit; (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer;

“Specialized packaging” means packaging can be considered “specialized” if the intended use of the packaging requires technical performance specifications with no environmentally preferable alternatives. For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled;

"**Specifications**" means the description of the essential, functional, or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met;

"**Supplier of an Applicable Trading Partner**" means a supplier that has a place of business in an Applicable Trading Partner where it conducts activities on a permanent basis that is clearly identified by name and accessible during normal business hours; or, a joint venture where at least one member of the joint venture has a place of business in an Applicable Trading Partner where it conducts activities on a permanent basis that is clearly identified by name and accessible during normal business hours, and all other members of the joint venture either have a place of business in an Applicable Trading Partner where they conduct activities on a permanent basis that is clearly identified by name and accessible during normal business hours or are a Canadian Supplier;

"Supplier of a Non-Trading Partner" means any supplier that is not a Canadian Supplier or a Supplier of an Applicable Trading Partner; or, a joint venture where any member of the joint venture is not a Canadian Supplier or a Supplier of an Applicable Trading Partner;

"Work" means all the activities, services, goods, equipment, matters and things required to be done, delivered or performed by the Contractor under the Contract.

Annex Contract Definitions

In the Contract, unless the context otherwise requires, the following terms have the following meanings.
"**Applicable Taxes**" means the Goods and Services Tax (GST), the Harmonized Sales Tax (HST), and any provincial tax, by law, payable by Canada.
"**Applicable Trading Partner"** means a country or customs territory other than Canada that is listed, pursuant to the schedule to the Canadian International Trade Tribunal Procurement Inquiry Regulations, as a party to any of the trade agreements applicable to this solicitation;
"Articles of Agreement" means the clauses and conditions incorporated in full text to form the body of the Contract; it does not include the annexes, the Contractor's offer or any other document.
"**Average Rate**" means the simple arithmetic mean of the Bank Rates in effect at 4:00 p.m. Eastern Time each day during the calendar month immediately before the calendar month in which payment is made.
"**Bank Rate**" means the rate of interest established from time to time by the Bank of Canada as the minimum rate at which the Bank of Canada makes short term advances to members of the Canadian Payments Association.
"**Canada**", "**His Majesty**" or "**the Government**" means His Majesty the King in right of Canada as represented by the Minister of Public Works and Government Services and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of Public Works and Government Services has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.
"Canadian Good" means a good that is wholly manufactured or originated in Canada. Canada may also consider a product that contains imported components to be a Canadian Good for the purpose of the Canadian Content Policy when it has undergone sufficient change in Canada in a manner that satisfies the definition specified under the Canada-United States-Mexico Agreement (CUSMA) Rules of Origin. For the purposes of this determination, the reference in the CUSMA Rules of Origin to "territory of one or more of the Parties" is replaced with "Canada". (Consult Section 3.130 and Annex 3.6 of the Supply Manual for further information.)
"Canadian Supplier" means a supplier that has a place of business in Canada where it conducts activities on a permanent basis that is clearly identified by name and accessible during normal business hours; or, a joint venture where each member of the joint venture has a place of business in Canada where it conducts activities on a permanent basis that is clearly identified by name and accessible during normal business hours;
"Canadian Service" means a service provided by an individual based in Canada. If a requirement consists of only one service provided by two or more individuals, Canada will consider the service to be a Canadian Service if a minimum of 80 percent of the total offer price for the service is provided by individuals based in Canada.
"Variety of Goods" means that if a requirement consists of more than one good, Canada will apply one of the following methods:
a. Aggregate evaluation: No less than 80 percent of the total offer price must consist of Canadian Goods, or

b. Item-by-item evaluation: In some cases, Canada may conduct the offer evaluation on an item-by-item basis and award contracts to more than one Offeror. In such a case, Canada will ask the Offeror to identify separately each item that meets the definition of Canadian Goods.
"Variety of Services" means that if a requirement consists of more than one service, a minimum of 80 percent of the total offer price must be provided by individuals based in Canada.
"Mix of Goods and Services" means that if a requirement consists of a mix of goods and services, no less than 80 percent of the total offer price must consist of Canadian Goods and Canadian Services.
For more information on how to determine the Canadian Content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.
"Other Canadian Goods and Services" means Canada may consider textiles to be Canadian Goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate.
"**Contract**" means the Articles of Agreement, the terms and conditions, annexes and any other document specified or referred to as forming part of the Contract, all as amended by agreement of the Parties from time to time.
"**Contractor**" means the person, entity or entities named in the Contract to supply goods, services or both to Canada.
"**Contract Price**" means the amount stated in the Contract to be payable to the Contractor for the Work, exclusive of Applicable Taxes.
"**Contract Period**" means the entire period of time during which the Contractor is obliged to perform the Work, which includes initial Contract Period and the period during which the Contract is extended, if Canada chooses to exercise any options set out in the Contract.
"**Cost**" means cost determined according to Contract Cost Principles 1031-2 as revised to the date of the solicitation of offers or, if there was no solicitation of offers, the date of the Contract.
"**Date of payment**" means the date of the negotiable instrument drawn by the Receiver General for Canada to pay any amount under the Contract.
"Excluded Material" refers to packaging tape - environmentally preferable material alternatives for packaging tape are not widely available. As a result, packaging tape is excluded from the environmentally preferable packaging specifications until the market has progressed and studies become available to determine otherwise.
"**Government Property**" means anything supplied to the Contractor by or on behalf of Canada for the purposes of performing the Contract and anything acquired by the Contractor in any manner in connection with the Work, the cost of which is paid by Canada under the Contract.
"Net-Zero Challenge or Equivalent" means the following accepted initiatives are deemed equivalents to the Net-Zero Challenge, 'United Nations Race to Zero' or 'Science-Based Targets Initiative (SBTI)' or 'Carbon Disclosure Project (CDP)' or 'International Organization for Standardization (ISO) – ISO 14064-1:2018'
"**Overdue**" means an amount that is unpaid on the first day following the day on which it is due and payable according to the Contract.

"Packaging" means product to be used for the containment, protection, handling, delivery, storage, transport and presentation of goods. (Source: ISO 21067-1:2016, Clause 2.1.1).
"**Party**" means Canada, the Contractor, or any other signatory to the Contract and "**Parties**" means all of them.
"Recyclable" means capable of being diverted from the waste stream through available processes and programs and can be collected, sorted, processed and returned to use in the form of raw materials or products. (Source: CAN/CSA-ISO 14021, Clause 7.7.1).
"Recyclable packaging" means packaging or a packaging component is recyclable if its successful post consumer collection, sorting, and recycling is proven to work in practice and at scale. This means that there is an existing (collection, sorting and recycling) system in place that actually recycles the packaging and that covers significant and relevant geographical areas as measured by population size. (Source: adapted from the New Plastics Economy Global Commitment).
"Returnable (to the Contractor)" means there is an existing and functional program in place for the packaging to be returned to the Contractor to reuse, refill, or recycle at no additional cost to the client.
"Reusable (by Canada)" means designed to be used multiple times for the same purpose without losing its original functionality, physical capability or quality. A characteristic of a product or packaging that has been conceived and designed to accomplish within its life cycle a certain number of trips, rotations or uses for the same purpose for which it was conceived. (Source: CAN/CSA-ISO 14021, Clause 7.12.1.1).
"**Security Deposit**" means (a) a bill of exchange that is payable to the Receiver General for Canada and certified by an approved financial institution or drawn by an approved financial institution on itself; or (b) a government guaranteed bond; or (c) an irrevocable standby letter of credit, or (d) such other security as may be considered appropriate by the Contracting Authority and approved by Treasury Board.
"**Approved Financial Institution**" means (a) any corporation or institution that is a member of the Canadian Payments Association (Payments Canada); (b) a corporation that accepts deposits that are insured by the Canada Deposit Insurance Corporation or the Régie de l'assurance-dépôts du Québec to the maximum permitted by law; (c) a credit union as defined in paragraph 137(6) of the Income Tax Act; (d) a corporation that accepts deposits from the public, if repayment of the deposits is guaranteed by a Canadian province or territory; or (e) the Canada Post Corporation.
"**Government-guaranteed Bond**" means a bond of the Government of Canada or a bond unconditionally guaranteed as to principal and interest by the Government of Canada that is: (a) payable to bearer; (b) accompanied by a duly executed instrument of transfer of the bond to the Receiver General for Canada in accordance with the Domestic Bonds of Canada Regulations; (c) registered in the name of the Receiver General for Canada.
"**Irrevocable Standby Letter of Credit**" (a) means any arrangement, however named or described, whereby a financial institution (the "Issuer"), acting at the request and on the instructions of a customer (the "Applicant"), or on its behalf, (i) will make a payment to or to the order of Canada, as the beneficiary; (ii) will accept and pay bills of exchange drawn by Canada; (iii) authorizes another financial institution to effect such payment, or accept and pay such bills of exchange; or (iv) authorizes another financial institution to negotiate, against written demand(s) for payment, provided that the conditions of

the letter of credit are complied with; (b) must state the face amount which may be drawn against it; (c) must state its expiry date; (d) must provide for sight payment to the Receiver General for Canada by way of the financial institution's draft against presentation of a written demand for payment signed by the authorized departmental representative identified in the letter of credit by his or her office; (e) must provide that more than one written demand for payment may be presented subject to the sum of those demands not exceeding the face amount of the letter of credit; (f) must provide that it is subject to the International Chamber of Commerce (ICC) Uniform Customs and Practice (UCP) for Documentary Credits, 2007 Revision, ICC Publication No. 600. Pursuant to the ICC UCP, a credit is irrevocable even if there is no indication to that effect; and (g) must be issued (Issuer) or confirmed (Confirmer), in either official language, by a financial institution that is a member of the Canadian Payments Association (Payments Canada) and is on the letterhead of the Issuer or Confirmer. The format is left to the discretion of the Issuer or Confirmer.

“Specialized packaging” means packaging can be considered “specialized” if the intended use of the packaging requires technical performance specifications with no environmentally preferable alternatives. For example, when transporting hazardous materials, if there is a need for a specific density of materials, or if they must be temperature controlled.

"**Specifications**" means the description of the essential, functional or technical requirements of the Work in the Contract, including the procedures for determining whether the requirements have been met.

"Supplier of an Applicable Trading Partner" means a supplier that has a place of business in an Applicable Trading Partner where it conducts activities on a permanent basis that is clearly identified by name and accessible during normal business hours; or, a joint venture where at least one member of the joint venture has a place of business in an Applicable Trading Partner where it conducts activities on a permanent basis that is clearly identified by name and accessible during normal business hours, and all other members of the joint venture either have a place of business in an Applicable Trading Partner where they conduct activities on a permanent basis that is clearly identified by name and accessible during normal business hours or are a Canadian Supplier;

"Supplier of a Non-Trading Partner" means any supplier that is not a Canadian Supplier or a Supplier of an Applicable Trading Partner; or, a joint venture where any member of the joint venture is not a Canadian Supplier or a Supplier of an Applicable Trading Partner;

"**Work**" means all the activities, services, goods, equipment, matters and things that the Contractor is required to do, deliver or perform under the Contract.

Annex Offer Submission Form

1. Identification of Joint Ventures Parties For a proposal submitted on behalf of a Joint Venture, provide the information or indicate "N/A" if not applicable.	
Name(s) of Joint Venture Member	
PBN(s) of Joint Venture Member	
Authorized Representative of the Offeror	
Name	
Title	
Telephone Number	
Email	
2. Applicable Laws Offerors may substitute the applicable laws of another Canadian province or territory by deleting the name of the specified jurisdiction and inserting the name of the province or territory of their choice. If the Offeror has not made a change, the Offeror acknowledges its acceptance of the jurisdiction specified in this offer solicitation**.**	
Applicable Laws	
3. Electronic Payments The Offeror accepts the following payments (please check all that apply):	
( ) Direct Deposit (Domestic and International) ( )Electronic Data Interchange (EDI) ( ) Wire Transfer (International Only)	
4. Language preferences The Offeror wishes that communications and documents be made in:	
( ) English ( ) French	

Annex Offeror Declaration Form

Offeror's Full Legal Name	
Once you have read and understood each statement, please respond by checking ( ) for each certification below. The Offeror certifies to Canada that its responses below are complete and truthful.	
Acceptance of Clauses and Conditions	
( ) Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the offer solicitation and accept the clauses and conditions of the resulting contract.	
Federal Contractors Program for Employment Equity (FCP).	
Eligibility to submit an offer Federal Contractors Program for Employment Equity	( ) The Offeror, and any of its members if it is a joint venture, is not named on the Federal Contractors Program (FCP) for Employment Equity "FCP Limited Eligibility to Bid" list. *Canada may declare an offer non-compliant if the Offeror, or any of its members if the Offeror is a joint venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.*
Employment Equity The Federal Contractors Program (FCP) for employment equity is intended to address employment disadvantages for the four designated groups: women, Aboriginal peoples, persons with disabilities and members of visible minorities. Its goal is to achieve equality so that no person is denied employment opportunities for reasons unrelated to ability.	**A. Check only one of the following:** ( ) The Offeror certifies that it has no work force in Canada. ( ) The Offeror certifies that it is a public sector employer. ( ) The Offeror certifies that it is a federally regulated employer, subject to the *Employment Equity Act*. ( ) The Offeror certifies that it has a combined work force in Canada of less than 100 permanent employees (including full-time and part-time). ( ) The Offeror certifies that it has a combined workforce in Canada of 100 or more employees, ***and*** the Offeror already has a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC - Labour. ( ) The Offeror certifies that it has a combined workforce in Canada of 100 or more employees ***and*** the Offeror has duly submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC - Labour **B. Check only one of the following:** ( ) The Offeror is not a Joint Venture. ( ) The Offeror is a Joint Venture, and each member has submitted a completed Federal Contractors Program for Employment Equity - Certification
Best Delivery Date	
Best Delivery Date	**Item 001 – North Bay** While delivery is requested by 300 days after Contract Award, the best delivery date could be offered is_____(to be completed by the Offeror).

	Item 002 – Kingston While delivery is requested by 300 days after Contract Award, the best delivery date could be offered is_____(to be completed by the Offeror). **Item 001 – Suffield** While delivery is requested by 300 days after Contract Award, the best delivery date could be offered is_____(to be completed by the Offeror). **Item 001 – Gagetown** While delivery is requested by 300 days after Contract Award, the best delivery date could be offered is_____(to be completed by the Offeror). **Item 001 – Wainwright** While delivery is requested by 300 days after Contract Award, the best delivery date could be offered is_____(to be completed by the Offeror).
Product Performance ( ) The Offeror 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. This certification does not relieve the bid from meeting all mandatory technical evaluation criteria.	
ISO 9001:2015 Quality Management Systems ( ) The Offeror certifies that it complies and will continue to comply throughout the duration of the contract, with all of the requirements of the article ISO 9001:2015 Quality Management Systems (Quality Assurance Code Q).	
Accuracy and Integrity	
Accuracy of information	( ) All the information that the Offeror submits with its offer is true, accurate, and complete as of the date indicated below.
Code of Conduct for Procurement	( ) The Offeror complies with Canada's Code of Conduct for Procurement.
Ineligibility and Suspension Policy	The Offeror certifies that: ( ) It has read and understands the Ineligibility and Suspension Policy. ( ) It understands that certain circumstances, as described in the Policy, will or may result in a determination of ineligibility or suspension under the Policy. ( ) It is aware that Canada may request additional information, certifications, and validations from the Offeror or a third party for the purpose of making a determination of ineligibility or suspension. ( ) None of the circumstances described in Appendix 2 of the Policy that will or may result in a determination of ineligibility or suspension, apply to itself, its affiliates or its proposed first tier subcontractors. ( ) It is not aware of a determination of ineligibility or suspension issued by Canada that applies to it. Where an Offeror is unable to provide any of the above certifications, at the time of its offer it must submit a completed Integrity Declaration Form.
Signatures	

Signature of representative authorized to sign on behalf of the Offeror	
Name:	
Title:	
Date:	

Annex Purchase Description

{| See attached document entitled: [Annex Purchase Description]}

Annex Technical Evaluation Criteria Matrix

{| See attached document entitled: Technical Evaluation Matrix]}

Annex Pricing Schedule

1. General

A. Offerors must submit a Firm Unit Price for each Item, including Optional Goods.

B. Offerors 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

2.1 Line Maintenance Truck

A. The Firm Unit Price(s) include(s) associated specifications, training, and deliverables as per **Annex Purchase Description**, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2020:

Item	Delivery Point	Quantity Required (A)	Training Location and Language	Make and Model	Firm Unit Price (B)
001	33 Svc Bn - North Bay Major Equipment Section Bldg 50, 540 Chippewa St West North Bay, ON P1B 9E7	1	33 Svc Bn - North Bay Major Equipment Section Bldg 50, 540 Chippewa St West North Bay, ON P1B 9E7 Language: English		$
002	CFB Kingston LSS Major Equipment Section 10 Apprentice Street Bldg MA36 Kingston ON K7K 7B4	1	CFB Kingston LSS Major Equipment Section 10 Apprentice Street Bldg MA36 Kingston ON K7K 7B4 Language: English		$
003	CFB Suffield Base Support Coy. Building 322 Ralston, Alberta T0J 2NO	1	CFB Suffield Base Support Coy. Building 322 Ralston, Alberta T0J 2NO Language: English		$
004	CFB Gagetown (5 CDSB Gagetown) EFD, Major Equipment Section Bldg B 7, 68 Nashwaak St Oromocto NB E2V 4J5	1	CFB Gagetown (5 CDSB Gagetown) EFD, Major Equipment Section Bldg B7,68 Nashwaak St Oromocto NB E2V 4J5 Language: English		$

005	CFB/ASU Wainwright Major Equipment Section, Bldg 593 Denwood, AB T0B 1B0	1	CFB/ASU Wainwright Major Equipment Section, Bldg 593 Denwood, AB T0B 1B0 Language: English		

Total (C = sum B)	$

3. Optional Goods

3.1 Line Maintenance Truck

A. The Firm Unit Price(s) include(s) associated specifications, training, and deliverables as per **Annex Purchase Description**, Delivered Duty Paid (DDP) destination (Shipping Costs excluded in accordance with **Annex Basis of Payment**), Incoterms 2020:

Item	Quantity of Optional Items (D)	Make and Model	Firm Unit Price (E)	Total (F =D x E)
006	5		$	$
Total (G = sum F)				$

3.2 Operator Instruction and Training

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

Item	Language	Quantity of Optional Items (H)	Firm Unit Price (I)	Sub-Total (J = H x I)
007	English, French or Bilingual	5	$	$

Total (K = sum J)	$

4. Price of the Bid

Grand Total (L = C + G + K)	$

Annex 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

2.1 Maintenance Line Truck

A. The Firm Unit Price(s) include(s) associated specifications, training, and deliverables as per **Annex Purchase Description**, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2020:

Item	Delivery Point	Delivery Date	Quantity Required	Training Location and Language	Make/Model	Firm Unit Price
001	33 Svc Bn - North Bay Major Equipment Section Bldg 50, 540 Chippewa St West North Bay, ON P1B 9E7 Attn:	[Date to be detailed in the resulting contract]	1	33 Svc Bn - North Bay Major Equipment Section Bldg 50, 540 Chippewa St West North Bay, ON P1B 9E7 Language: English	To be added in the resulting contract	$[Cost to be detailed in the resulting contract]
002	CFB Kingston LSS Major Equipment Section 10 Apprentice Street Bldg MA36 Kingston ON K7K 7B4 Attn:	[Date to be detailed in the resulting contract]	1	CFB Kingston LSS Major Equipment Section 10 Apprentice Street Bldg MA36 Kingston ON K7K 7B4 Language: English	To be added in the resulting contract	$[Cost to be detailed in the resulting contract]
003	CFB Suffield Base Support Coy. Building 322 Ralston, Alberta T0J 2NO Attn:	[Date to be detailed in the resulting contract]	1	CFB Suffield Base Support Coy. Building 322 Ralston, Alberta T0J 2NO Language: English	To be added in the resulting contract	$[Cost to be detailed in the resulting contract]
004	CFB Gagetown (5 CDSB Gagetown) EFD, Major Equipment Section Bldg B 7, 68 Nashwaak St Oromocto NB E2V 4J5 Attn:	[Date to be detailed in the resulting contract]	1	CFB Gagetown (5 CDSB Gagetown) EFD, Major Equipment Section Bldg B7,68 Nashwaak St Oromocto NB E2V 4J5 Language: English	To be added in the resulting contract	$[Cost to be detailed in the resulting contract]

005	CFB/ASU Wainwright Major Equipment Section, Bldg 593 Denwood, AB T0B 1B0 Attn:	[Date to be detailed in the resulting contract]	1	CFB/ASU Wainwright Major Equipment Section, Bldg 593 Denwood, AB T0B 1B0 Language: English	To be added in the resulting contract	$[Cost to be detailed in the resulting contract]

3. Optional Goods

3.1 Maintenance Line Truck

A. The Firm Unit Price(s) include(s) associated specifications, training, and deliverables as per **Annex Purchase Description**, Delivered Duty Paid (DDP) destination (Shipping Costs excluded), Incoterms 2020:

Item	Delivery Point	Delivery Date	Quantity of Optional Items	Make/Model	Firm Unit Price
006	[Location to be detailed in the resulting contract amendment]	[Date to be detailed in the resulting contract amendment]	5	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
007	[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]

B. Estimated Cost: $[cost to be detailed at the time of amendment]

3.3 Operator Instruction and Training

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

Item	Language	Quantity of Optional Items	Firm Unit Price
008	[English, French, or Bilingual, to be specified at the time of amendment]	5	$[Cost to be detailed in the resulting contract]

3.4 Travel and Living Expenses - National Joint Council Travel Directive - Instructions and 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), 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].

4. Extended Warranty Period

A. If the warranty period is extended for an additional period of [To be added in the resulting contract] 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.

National Défense
Defence nationale

Document # 7611382
Jul 16, 2026



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.

PURCHASE DESCRIPTION
FOR
MAINTENANCE TRUCK, 1 TON
4X4, CREW CAB

1.0 SCOPE

1.1 **Scope** - This purchase description defines the requirements for a maintenance support truck, crew cab, 4×4, equipped with a service body and powered by a diesel engine, intended to support field maintenance and repair operations.

1.2 **Instructions** - The following instructions apply to this specification.

(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 provided is for guidance only.

(d) Where a standard is specified and the Contractor has offered an Equivalent, that Equivalent standard must be supplied by the Contractor.

(e) Where a technical certification is referred to in this Purchase Description, a copy of the certification or Equivalent must be supplied, when requested by the Technical Authority.

(f) While the International System of Units (SI) must be used as the primary system of measurement to define requirements of this Purchase Description, both the SI system and the standard system for this product may be indicated. Conversion from one system of measurement to the other may not be exact.

(g) Dimensions stated as nominal must be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but that differ from the actual dimensions.

OPI: DSVPM 6 – BPR: DAPVS 6
Issued on Authority of the Chief of the Defence Staff
Publiée avec l'autorisation du chef d'état-major de la Défense

Canada

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1.3 **Definitions**

(a) In this document “provided” means “provided and installed”.

(b) **“**Equivalent**”** means a standard, means, or component type, which the Technical Authority has approved for this requirement as meeting the specified requirements for fit, form, function and performance.

(c) “Commercially Equipped**”** means that the vehicle is provided in its standard commercial configuration with no additional government-specific requirements.

(d) **“**Road Legal” means the vehicle can be legally operated on all Canadian highways and secondary roads, without restrictions or special permits.

(e) “Curb Weight” (CW) means the weight of the fully equipped vehicle. The curb weight includes the cab and chassis, all attached accessories, equipment, fuel, lubricant and coolants. The Curb Weight does not include the Payload or the weight of the driver/passenger(s) or their personal kit and equipment.

(f) **“**Payload” means the maximum cargo load carrying capacity of the vehicle. The payload is the calculated difference between the Curb Weight and the Gross Vehicle Weight Rating.

(g) “Gross Vehicle Weight Rating” (GVWR) means the maximum operating weight of the vehicle as stated by the manufacturer.

(h) “Gross Combined Weight Rating” (GCWR) means the maximum allowable combined weight of the vehicle, with passengers and equipment in the vehicle and the Payload, plus the weight of the trailer and payload in the trailer.

(i) “Gross Axle Weight Rating” (GAWR) means the load capacity of an axle.

2.0 APPLICABLE DOCUMENTS

2.1 **Other publications** - Canada will not be supply any reference documents. Effective documents are those in effect on the date of the manufacture of the vehicle. Information on the organization is supplied below.

(a) Canadian Motor Vehicle Safety Standards (CMVSS)
Transport Canada,
Road Vehicle and Motor Vehicle Regulation,
330 Sparks Street,
Ottawa, Ontario K1A 0N5
http://www.tc.gc.ca/acts-regulations/GENERAL/M/mvsa/menu.htm

(b) Hazardous Products Act
Government of Canada / Department of Justice
http://laws-lois.justice.gc.ca/eng/acts/H-3/

(c) International Organization for Standardization (ISO)
ISO Central Secretariat
Chemin de Blandonnet 8 CP 401
1214 Vernier, Geneva Switzerland
http://www.iso.org/iso/home.htm

3.0 REQUIREMENTS

3.1 Standard Design

(a) The vehicle must be the latest model from a manufacturer who has demonstrated acceptability by selling in North America, this type and size class of vehicle for at least three (3) years.

(b) The vehicle must include all components, equipment and accessories normally supplied for this application, although they may not specifically be described in this Purchase Description.

(c) The vehicle must conform to all applicable laws, regulations and industrial standards governing manufacture, safety, noise levels and emissions in effect in Canada at the time of manufacture.

(d) The vehicle and accessories must operate in accordance with all OEM (original equipment manufacturers) rated capacities and performance specifications.

3.2 Operating Conditions

3.2.1 **Weather** - The vehicle must start and operate under the extremes of weather conditions found in Canada in temperatures ranging from -35°C to 40°C.

3.2.2 **Terrain** - The vehicle must operate in all seasons, all-weather operations on highways and secondary roads.

3.3 Safety Standards

3.3.1 Vehicle Safety Regulations

(a) The vehicle must meet the provisions of the Canada Motor Vehicle Safety standards (CMVSS) in effect on the date of manufacture of the vehicle.

(b) The completed vehicle must be provided with a Safety Compliance Certification Label with a National Safety Mark (NSM).

3.3.2 **Hazardous Materials** - The contractor must comply with the Hazardous Products Act of Canada with regards to the use of hazardous materials, ozone depleting substances, polychlorinated biphenyls, asbestos and heavy metals used in the manufacture and assembly of the product supplied.

3.4 Performance

(a) The vehicle must be a maintenance support truck, crew cab, 4×4.

(b) The vehicle must have a road speed of at least 105 km/h.

(c) The vehicle must have a GVWR of at least 8,845 kg (19,500 lb).

(d) The vehicle must have a tow load capacity of at least 4,536 kg (10,000 lb).

(e) The vehicle must have a payload capacity of at least 1,361 kg (3,000 lb).

3.5 Vehicle Cab

(a) **Crew cab**

i The vehicle must be provided with a crew cab.

ii The cab must be provided with running boards on both sides.

(b) **Seats**

i The vehicle must be provided with high-back driver and co-driver seats.

ii The vehicle must be provided with a three (3) person rear seat.

(c) **Mirrors**

i A rearview mirror system must be provided on the exterior of each side of the vehicle cab providing the operator with clear visibility to the sides and rear of the vehicle.

ii The mirrors glass must be provided with heating defrost elements.

(d) **Air Conditioning** - The vehicle must be provided with an air conditioning system.

(e) **Audio system** - The vehicle must be provided with an AM/FM radio and Bluetooth.

3.6 **Suspension** - Commercially equipped.

3.7 **Engine -** The vehicle must be provided with a diesel engine.

3.8 **Engine Cold Weather Aids** - The engine must be provided with cold weather aids to enable the engine (operating with winter grade fuels/oils) to be started at temperatures down to -30°C.

3.9 **Vehicle Driveline**

3.9.1 **Automatic Transmission** - The vehicle must be provided with an automatic transmission.

3.9.2 **Axles**

(a) The vehicle must be provided with 4x4 four-wheel drive axles or AWD axles.

(b) The vehicle must be provided with rear limited slip differential axle.

3.10 **Brake System** - The vehicle must be provided with a commercially equipped brake system.

3.11 **Steering -** The steering system must be provided with a telescopic/tilt steering column.

3.12 **Wheels and Tires**

(a) The axles must be provided with tires with a mud and snow tread.

(b) All wheels must be provided with loose wheel nut indicators.

3.13 **Controls -**The vehicle must be provided with a cruise control system.

3.14 **Instruments -** All dashboard gauges and readouts must be in metric units.

3.15 **Electrical System**

(a) The electrical system must be provided with an alternator with an output of at least 200 amperes.

(b) The electrical system must be provided with maintenance-free batteries with a combined rating of at least 1,500 cold cranking amperes (CCA).

(c) The electrical system must be provided with an inverter with at least 2,500 watts and 15 A.

(d) The inverter must be provided with three (3) weatherproof 110 VAC, GFI duplex receptacles.

(e) Service body must be provided with one (1) receptacle on each side of the exterior front face.

(f) Service body must be provided with one (1) receptacle installed on the exterior rear face.

(g) The electrical system must be provided with a backup alarm.

3.16 **Lighting -** The vehicle must be provided with LED lighting.

3.17 **Lubricants and Hydraulic Fluids** - The vehicle must operate using synthetic non-proprietary lubricants and hydraulic fluids.

3.18 **Paint** - The vehicle must be painted in white.

3.19 **Conspicuity** - Conspicuity tape must be provided in accordance with CMVSS.

3.20 **Corrosion Protection** - The vehicle must be provided with a rust protection treatment such as Krown Rust Control, Rust Check or an Equivalent.

3.21 **Warning and Instruction Plates**

(a) All identification, instructional, and warning labels must be in both English and French or International symbols.

(b) All identification, instructional, and warning labels must within view of the operator.

(c) All indicators and controls must be permanently labelled.

(d) 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.

3.22 **Equipment**

(a) **License Plate Holders** - The vehicle must be provided with front and rear license plate holders.

(b) **Mud flaps** – The vehicle must be provided with standard front and rear mud flaps.

(c) **Dangerous Goods Placard Holders**

i The vehicle must be provided with four aluminium dangerous goods placard holders.

ii One holder must be mounted on each side of the body, forward side storage compartment doors.

iii One holder must be mounted on the left rear door of the body.

iv One holder must be mounted on the left front face of the canopy.

(d) **Fire Extinguisher** - The cab must be equipped with a 2.3 kg (5 lb) capacity potassium bicarbonate (Purple K) ULC approved and rechargeable dry chemical fire extinguishers, with:

i Minimum rating of 5B:C, equipped with a pressure gauge, service inspection tag, and accessible to the operator.

ii Labels will have metric measures and may have imperial equivalents,

iii Labels will be bi-lingual in English/French and may represent additional languages,

iv Labels will indicate which CAN/ULC Standard the portable extinguisher is in conformance with (e.g. CAN/ULC S504),

v Extinguishers will exhibit the mark of a Certification Body as being in conformance with one of the referenced National Standards (CAN/ULC). This mark will most typically be that of ULC.

3.23 **Body Equipment**

3.23.1 **Service Body**

(a) The service body must be constructed from a minimum 3 mm (0.12 in.) thick aluminium.

(b) The service body must have a nominal exterior length of 3,048 mm (10 ft.).

(c) The service body must have a nominal exterior width of 2,388 mm (94 in.).

(d) The service body must be provided with a full length weatherproof canopy along the centre.

(e) The canopy must be provided with two (2) full width and height weather-proof locking doors.

(f) The service body must have a nominal interior cargo floor height of 1,016 mm (40 in.) measured from ground level.

(g) The canopy must have a nominal height of 1,270 mm (50 in.) from the body floor.

(h) The service body floor must be constructed of at least 4.7 mm (0.19 in.) aluminium checker plate.

(i) The service body floor area must be provided with an anti-skid coating.

(j) The service body floor must be provided with two (2) rows of three (3) evenly spaced 2275 kg (5000 lbs) capacity, recessed (flush mounted), tie-down rings.

(k) The tie-down rings must be “D” shaped with drain holes, bolted to the floor as close as possible to the sides of the floor.

(l) The service body storage compartments must be of waterproof construction.

(m) The service body must be provided with anti-return type drainage.

(n) Drainage holes must be drilled at stanchion locations before painting to prevent water accumulation and corrosion.

(o) The vehicle must be provided with aluminium rock guards on the lower end face of the body.

(p) The rock guards must be of at least 304 mm (12 in) high.

(q) A full width recessed safety step bumper constructed of grip strut material must be provided.

3.23.2 **Storage Compartments** – The service body must be provided with storage compartments constructed from a minimum 3.0 mm (0.125 in) thick aluminum and accessible from the exterior.

(a) **Vertical Compartments (Forward Rear Wheel)**

i The vertical compartments must be located forward of the rear wheels on the curbside and roadside.

ii The vertical compartments must have nominal dimensions of 609 mm width x 508 mm depth x 1,066 mm height (34 x 20 x 42 in).

iii The vertical compartments must be provided with two (2) adjustable heavy-duty shelves and dividers.

iv The bottom of the compartments must be lined with a drainage mat to keep stored equipment dry and free from mold.

(b) **Horizontal Compartments**

i The horizontal compartments must be located above the rear wheels on the curbside and roadside.

ii The horizontal compartments must have nominal dimensions of 1,168 mm width x 508 mm depth x 558 mm height (46 x 20 x 22 in).

iii The horizontal compartments must be provided with one heavy-duty rollout shelf with nine adjustable dividers.

iv The compartments must have interior LED lighting mounted in a protected location.

(c) **Vertical Compartments (Behind Rear Wheel)**

i The vertical compartments must be located behind rear of the rear wheels on the curbside and roadside.

ii The vertical compartments must have nominal dimensions of 711 mm width x 508 mm depth x 1,066 mm height (28 x 20 x 42 in).

iii The right-side vertical compartment behind the rear wheels must be vented and designed to accommodate 18 kg (40 lb) propane cylinder.

iv The compartments must have interior LED lighting mounted in a protected location.

v The compartments bottoms must be lined with a drainage mat to keep stored equipment dry and free from mold.

(d) **"K" size Nitrogen Cylinder Compartment** - A fully enclosed weatherproof storage compartment to house a "K" size nitrogen cylinder must be provided.

(e) **Storage Compartments Doors**

i Storage compartments doors must have large, recessed, stainless steel paddle handles with keyed locks.

ii All doors in the vertical compartments must be equipped with holding open devices.

iii Bulb-type perimeter door seals must be installed on the door or door frame. "Peel and Stick" style door seals are not acceptable.

3.24 **Body Equipment**

(a) An aluminium ladder rack with front and rear tie-down strap retainers must be provided.

(b) The ladder rack must be angled to clear the top of the cab and designed to carry a ladder and be equipped with rear plastic slides for loading/unloading the ladder.

(c) The ladder bracket must be provided loose in the truck and will be mounted on the right of the canopy at the receiving Base.

(d) Two tubular warning flag/traffic safety cone holders at least 610 mm (24 in.) long must be mounted on the rear step bumper.

3.25 **Service Body Lighting System**

(a) The service body must be provided with at least two (2) interior service body lights ceiling mounted.

(b) An amber strobe light must be mounted on the front face of the body above the cab and another mounted on the left rear upper face of the body.

3.26 **Winch**

(a) The vehicle must be provided with an electric winch.

(b) The winch must have a rated capacity of at least 5,443 kg (12,000 lbs).

(c) The winch must be mounted in between the frame rails behind the front bumper.

(d) A wire rope of at least 30 m (100 ft.) must be provided.

(e) A remote control must be provided.

3.27 **Pintle Hook and Trailer Brake Control**

(a) A duplex pintle hook frame mounted must be provided.

(b) The pintle hook must be a SAF-Holland model BH200RN41 or Equivalent.

(c) The horizontal centreline of the pintle hook must be 610 to 710 mm (24 to 28 in.) above the ground.

(d) The pintle hook assembly must have a towing capacity of at least 4,536 kg (10,000 lbs).

(e) Safety chain shackles must be provided on each side of the pintle hook.

4.0 INTEGRATED LOGISTICS SUPPORT (ILS)

4.1 General Requirements

(a) Sample ILS documents must be submitted to the Technical Authority (TA) prior to the delivery of the vehicle/equipment for each configuration/model and their accessories, for approval.

(b) TA approval, request for additional documentation or request for amendments will be supplied within 15 working days of receipt.

(c) The Contractor must supply the additional documentation or implement the changes as requested by the TA.

(d) **Digital Documents**

i All digital copies must be supplied in searchable PDF format unless stated otherwise.

ii Digital copies must be functional without the requirement for a password, an auto-run installation procedure or an Internet connection.

iii Digital copies of ILS documents must be provided by email or e-transfer to the TA.

(e) **Paper Documents**. All paper copies of ILS documents delivered must have the same content as the digital copy approved by the TA.

4.1.1 **ILS Deliverables.** The following table indicates the ILS elements that the Contractor must deliver, including the method of delivery, format and reference paragraph.

Element	Method of Delivery	Format	Reference Paragraph
Photograph and Line Drawing Package	To TA by email or e-transfer, 30 days before delivery of vehicle.	Digital/ JPEG	4.2.1
Data Summary	To TA by email or e-transfer, 30 days before delivery of vehicle.	Digital/ Microsoft Word	4.2.2
Warranty Letter	To TA by email or e-transfer, 30 days before delivery of vehicle.	Digital/ PDF	4.2.3
Rust Protection Warranty	To TA by email or e-transfer, 30 days before delivery of vehicle.	Digital/ PDF	4.2.4
Set of Manuals (Operator, Maintenance (Shop Manual) and Parts)	To TA by email or e-transfer, 30 days before delivery of vehicle.	Digital/ PDF	4.2.5
Operators Manual	Supplied with each vehicle/equipment.	Paper	4.2.5
Sets of keys	Supplied with each vehicle/equipment.	Two sets	4.2.6

4.1.2 **Training deliverables.** The following table indicates the ILS Training elements that the Contractor must deliver, including the expected means of delivery and the reference paragraph.

Element	Method of Delivery	Format	Reference Paragraph
Familiarization Training	At the location specified in the contract. Approximately 30 days after delivery of equipment.	In person/Virtual	4.3
Proof of Training Certificate	To TA by email or e-transfer, after training is complete	Digital	4.3

4.2 ILS Elements Description

4.2.1 Photograph and Line Drawing Package

(a) DND requires photographs and line drawings for documentation and cataloguing purposes. The Photograph and Line Drawing Package must include:

i Two digital colour photographs, one left-front three-quarter view, and one right-rear three-quarter view of each configuration/model.

ii One digital colour photograph of each attachment taken at the three-quarter view that best illustrates the attachment.

iii One front-view and one side-view line drawing showing dimensions of the vehicle/equipment. Brochure line drawings are acceptable.

(b) Photographs must have a plain background and be in a JPEG (Joint Photographic Experts Group) format with a resolution of at least eight Mega pixels.

4.2.2 **Data Summary**

(a) The TA will supply a bilingual Data Summary Template (in Microsoft Word format) to the Contractor.

(b) The data summary must:

i Use the TA provided bilingual template.

ii Be a separate document for each configuration/model.

iii Include accessories and features.

iv Be delivered in Microsoft Word format.

4.2.3 **Warranty Letter**

(a) The TA will supply a bilingual Warranty Letter Template (in PDF format) to the Contractor.

(b) The Warranty Letter must:

i Use the TA provided bilingual template.

ii Contain a complete description of the warranty requested with the warranty terms and conditions.

iii Contain the complete warranty details on any system or sub system warranty that exceeds the minimum requested.

iv Contain the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada.

4.2.4 **Rust Protection Warranty** - Rust Protection Warranty - A copy of the warranty from the rust protection provider must be supplied, in digital format, to the Technical Authority.

4.2.5 **Set of Manuals**

(a) The set of manuals for each configuration/model must include:

i The French and English (or bilingual) operator manual(s).

ii The French and English (or bilingual) maintenance (shop repair) manual(s).

iii The English or bilingual parts manual(s).

(b) The set of manuals must include manuals (operator, maintenance (shop repair) and parts) for all major components, all attachments, accessories and features for the configuration/model supplied.

4.2.6 **Set of keys.** The Contractor must supply at least two sets of keys with each vehicle/equipment.

4.3 **Familiarization Training**

(a) The Contractor must deliver one familiarization course optimized for trained operators and technicians.

(b) The course must be delivered at the delivery destination unless stated otherwise in the contract.

(c) The course must be delivered in French or English, as specified in the contract.

(d) The instructor must be an OEM Factory Certified Training Provider.

(e) **Curriculum**

i The operator familiarization portion of the course must include, but is not limited to, safety precautions to be observed while operating and servicing, operating characteristics, calibration, pre-operating and pre-shutdown procedures and daily/weekly operator servicing procedures for the vehicle/equipment, attachments, features and accessories.

ii The technician familiarization portion of the course must include, but is not limited to, operation and maintenance safety precautions, overview of air, hydraulic and electrical systems (as applicable), preventive maintenance including servicing schedules, inspection and maintenance requirements, special tools and test equipment (as applicable), diagnostics, troubleshooting, testing and adjustments for the vehicle/equipment, attachments, features and accessories.

(f) The familiarization course must have a minimum duration of four hours for operators and four hours for technicians.

(g) The familiarization course must accommodate up to eight people (four operators and four technicians).

(h) After completion of the familiarization course, the Contractor must have the “Proof of Training” certificate signed by the senior course attendee.

(i) The TA will supply the “Proof of Training” certificate template in a digital format.



NOTICE

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

AVIS

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

ANNEX C
TECHNICAL EVALUATION MATRIX
MAINTENANCE TRUCK, 1 TON 4X4, CREW CAB

This questionnaire covers technical information, which ***must*** be provided for evaluation of the configuration(s) of the vehicle(s) offered.

Where the specification paragraphs below indicate "***Substantial Information***", the ***"Substantial Information***" describing completely and in detail how the requirement is met or addressed ***must*** be supplied for each performance requirement/specification.

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

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

BIDDER INFORMATION

Bidder Name: _____

Address: _____

Proposal Date: _____

Substitutes/Alternatives

Are any equipment substitutes/alternatives offered as ***Equivalent***? YES ☐ NO ☐

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

_____

_____

_____

OPI: DSVPM 6 – BPR: DAPVS 6
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Canada

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MAINTENANCE TRUCK, 1 TON 4x4, CREW CAB				
PD Reference	**Requirement**	**Substantial Information required**	**Value**	**Comments**
3.4 (b)	The vehicle must have a road speed of at least 105 km/h.	A brochure or specification sheet is required showing the requirement		
3.4 (c)	The vehicle must have a GVWR of at least 8,845 kg (19,500 lb).	A brochure or specification sheet is required showing the requirement		
3.4 (e)	The vehicle ***must*** have a payload capacity of at least 1,361 (3,000 lb.)	A brochure or specification sheet is required showing the requirement		
3.7	**Engine** - The vehicle must be provided with a diesel engine.	A brochure or specification sheet is required showing the requirement		
3.9.1	**Automatic Transmission** - The vehicle must be provided with an automatic transmission.	A brochure or specification sheet is required showing the requirement		
3.9.2 (a)	The vehicle must be provided with 4x4 four-wheel drive axles or AWD axles.	A brochure or specification sheet is required showing the requirement		
3.9.2 (b)	The vehicle must be provided with rear limited slip differential axle.	A brochure or specification sheet is required showing the requirement		
3.12 (a)	The axles ***must*** be provided with tires with mud and snow tread;	A brochure or specification sheet is required showing the requirement		

MAINTENANCE TRUCK, 1 TON 4x4, CREW CAB				
3.15 (a)	The electrical system must be provided with an alternator with an output of at least 200 amperes.	A brochure or specification sheet is required showing the requirement		
3.15 (b)	The electrical system must be provided with maintenance-free batteries with a combined rating of at least 1,500 cold cranking amperes (CCA).	A brochure or specification sheet is required showing the requirement		
3.26 (b)	The winch must have a rated capacity of at least 5,443 kg (12,000 lbs).	A brochure or specification sheet is required showing the requirement		
3.27 (b)	The pintle hook must be a SAF-Holland model BH200RN41 or Equivalent.	A brochure or specification sheet is required showing the requirement		

DEFINITION

The following definition applies to the interpretation of this Technical Evaluation Matrix:

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