



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC  
11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> ATV UTILITY TRAILERS	
<b>Solicitation No. - N° de l'invitation</b> W8476-144452/A	<b>Date</b> 2013-05-08
<b>Client Reference No. - N° de référence du client</b> W8476-144452	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-597-62707	
<b>File No. - N° de dossier</b> hs597.W8476-144452	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-06-18</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bourassa, Chantal	<b>Buyer Id - Id de l'acheteur</b> hs597
<b>Telephone No. - N° de téléphone</b> (819) 956-6763 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5226
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

Industrial Vehicles & Machinery Products Division  
11 Laurier St./11, rue Laurier  
7B1, Place du Portage, Phase III  
Gatineau  
Québec  
K1A 0S5

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

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## **PART 1 - GENERAL INFORMATION**

### **1. Introduction**

The bid solicitation and resulting contract document is divided into seven (7) parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments include the Annex A - Pricing, the purchase description, the technical information questionnaire.

### **2. Summary**

The Department of National Defence has a requirement to purchase three hundred and ten (310) All Terrain Utility Trailer and ancillary items in accordance with Purchase Description for All Terrain Utility Trailer, NSN: 2330-21-AAA-7603, Department of National Defence, dated April 2013 and as described at Annex A - Pricing as follows:

- a) seventy-five (75) All-Terrain Utility Trailers and ancillary items, to be delivered to CFB Edmonton, Alberta, by September 30, 2013.
- b) seventy-five (75) All-Terrain Utility Trailers and ancillary items, to be delivered to CFB Petawawa, Ontario, by September 30, 2013.

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- c) eighty-three (83) All-Terrain Utility Trailers and ancillary items, to be delivered to CFB Valcartier, Quebec by September 30, 2013.
  - d) twenty-five (25) All-Terrain Utility Trailers and ancillary items, to be delivered to CFB Gagetown, New-Brunswick, by September 30, 2013.
  - e) forty-nine (49) All-Terrain Utility Trailers and ancillary items, to be delivered to CFB Goose Bay, Labrador, by September 30, 2013.
  - f) three (3) All-Terrain Utility Trailers and ancillary items, to be delivered to CFB Trenton, Ontario, by September 30, 2013.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement, the North American Free Trade Agreement, the Canada-Columbia Free Trade Agreement, the Canada-Peru Free Trade Agreement and the Agreement on Internal Trade.

### **3. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

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

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**Subsection 05.4** of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** Bids will remain open for acceptance for a period of not less than **sixty (60) days** from the closing date of the bid solicitation

**Insert:** Bids will remain open for acceptance for a period of not less than **ninety (90) calendar days** from the closing date of the bid solicitation

### 2. Submission of Bids

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

### 3. Enquiries - Bid Solicitation

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

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

#### **4. Applicable Laws**

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the bidders.

#### **5. Improvement of Requirement During Solicitation Period**

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

#### **6. Environmental Considerations**

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority and the Procurement Authority, thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications and Additional Information (1 hard copy)

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

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

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

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria

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under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

### **1. Substitutes and Alternatives**

Bidders may propose substitutes and alternatives where "shall<sup>(E)</sup>" is indicated in the technical requirement description (Purchase Description).

1. Substitutes and alternatives that are equivalent in form, fit, function and performance will be considered for acceptance by the Technical Authority where the Bidder:

- (a) Clearly identifies a substitute and/or an alternative;
- (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
- (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
- (d) Provides complete specifications and brochures, where applicable;
- (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
- (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.

2. Substitutes and alternatives offered as equivalent in form, fit, function and performance will not be considered for acceptance by the Technical Authority if:

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

3. In conducting the evaluation of bids, Canada may, but will have no obligation to request the bidder offering a substitute and/or an alternative, to provide a copy of the alternative standard and to demonstrate, at the bidder's sole cost, that it is equivalent to the technical requirement.

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

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## **Section II: Financial Bid**

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 7 and at Annex A - Pricing. The total amount of applicable taxes must be shown separately. Bidders should complete Annex A and submit it with their bid.

### **1. Pricing - Multi-destination Bid Solicitation**

Bidders must quote a price for all destinations identified in the bid solicitation.

#### **1. SACC Manual Clauses**

##### **1.1 Exchange Rate Fluctuation**

1. Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
2. Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
3. The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax and Applicable Taxes, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
4. The foreign value of the foreign currency component of the bid or negotiated price must be provided before contract award. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
5. All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)
6. Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
7. If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume

any of this risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.

8. Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with one of the following clauses: C3015C, C3020C, C3025C, or C3030C.

### Section III: Certifications and Additional Information

#### 1. Certifications

Bidders must submit the certifications required under Part 5.

#### 2. Additional Information

Canada requests that bidders submit the following information:

##### 2.1 Delivery

###### 2.1.1 Firm Quantity

While delivery of the equipment/vehicle is requested by September 30, 2013, the best delivery that could be offered is as follows:

Item 001

- a) **seventy-five (75)** All Terrain Utility Trailers and ancillary items will be delivered to Edmonton, Alberta within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.
- b) **seventy-five (75)** All Terrain Utility Trailers and ancillary items will be delivered to Petawawa, Ontario within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.
- c) **eighty-three (83)** All Terrain Utility Trailers and ancillary items will be delivered to Valcartier, Quebec within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.
- d) **twenty-five (25)** All Terrain Utility Trailers and ancillary items will be delivered to Gagetown New-Brunswick within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.
- e) **forty-nine (49)** All Terrain Utility Trailers and ancillary items will be delivered to Goose Bay, Labrador within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

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f) **three (3)** All Terrain Utility Trailers and ancillary items will be delivered to Tenton, Ontario within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

## 2.2 Supplier Contacts

Name and telephone number of the person responsible for:

General enquiries

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

Delivery follow-up

Name: \_\_\_\_\_

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

## 2.3 After Sales Service

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

### A) Edmonton, Alberta

Distance between the delivery location and the dealer and/or agent: \_\_\_\_\_ km

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

### B) Petawawa, Ontario

Distance between the delivery location and the dealer and/or agent: \_\_\_\_\_ km

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**C) Valcartier, Quebec**

Distance between the delivery location and the dealer and/or agent: \_\_\_\_\_ km

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**D) Gagetown, New Brunswick**

Distance between the delivery location and the dealer and/or agent: \_\_\_\_\_ km

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**E) Goose Bay, Labrador**

Distance between the delivery location and the dealer and/or agent: \_\_\_\_\_ km

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**F) Trenton, Ontario**

Distance between the delivery location and the dealer and/or agent: \_\_\_\_\_ km

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

**2.4 Manufacturer's Standard Warranty Period**

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of **twelve (12) months or 2000 hours of usage, whichever comes first**. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

**2.5 Extended Warranty Period**

Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the minimum warranty period of twelve (12) months or 2000 hours of usage, whichever comes first.

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

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

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

(a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.

(b) An evaluation team composed of representatives of Canada will evaluate the bids.

#### **1.1 Technical Evaluation**

##### **1.1.1 Mandatory Technical Evaluation Criteria**

Bids must be completed in full. Bidders must provide all technical information requested in the bid solicitation, the Technical Information Questionnaire and the Purchase Description with their bid.

**1.1.1.1** Bidders must submit with their bid the completed Technical Information Questionnaire (attached) and additional explanation to demonstrate technical compliance to each criteria detailed in the Technical Information Questionnaire, such as, but not limited to, brochures, technical literature and specifications.

**1.1.1.2** Bidders proposing substitutes and/or alternatives must meet the following criteria:

Bidders proposing substitutes and/or alternatives product must submit with their bid all the information as detailed in Part 3, Section 1 Substitutes and alternative to be considered for evaluation of a substitute and/or an alternative and to demonstrate their technical compliance to confirm form, fit, function and performance of these substitutes and/or alternatives.

**1.1.1.3** Bidders must provide, with their bid, proof of compliance of the vehicle/equipment performance as detailed in the Purchase Description and the Technical Information Questionnaire.

#### **1.2 Financial Evaluation**

##### **1.2.1 Mandatory Financial Evaluation Criteria**

**1.2.1.1** Bids must be completed in full. Bidders must provide all financial information requested in the bid solicitation and at Annex A - Pricing with their bid.

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

##### **1.2.1.3 Pricing - Multi-destination Bid Solicitation**

Bidders must quote a price for all destinations identified in the bid solicitation.

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## **2. Basis of Selection**

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

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## **PART 5 - CERTIFICATIONS**

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

### **2. Additional Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

#### **2.1 Federal Contractors Program - \$200,000 or more**

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including Applicable Taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the

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threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

a. ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

b. ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

c. ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

d. ( ) is subject to the FCP, and has a valid certificate number as follows: \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC).

Further information on the FCP is available on the HRSDC Web site.

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## **PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

### **1. Security Requirement**

There is no security requirement associated with this bid solicitation.

### **2. Financial Capability**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
A9033T	Financial Capability	2012-07-16

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## PART 7 - RESULTING CONTRACT CLAUSES

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

### 1. Requirement

The Contractor must deliver three hundred and ten (310) All Terrain Utility Trailers and ancillary items, in accordance with the Purchase Description for All Terrain Utility Trailers NSN: 2330-21-AAA-7603, Department of National Defence, dated April 2013, and at Annex A - Pricing as follows.

- a) **seventy-five (75)** All-Terrain Utility Trailers and ancillary items, to be delivered to CFB Edmonton, Alberta.
- b) **seventy-five (75)** All-Terrain Utility Trailers and ancillary items, to be delivered to CFB Petawawa, Ontario.
- c) **eighty-three (83)** All-Terrain Utility Trailers and ancillary items, to be delivered to CFB Valcartier, Quebec.
- d) **twenty-five (25)** All-Terrain Utility Trailers and ancillary items, to be delivered to CFB Gaagetown, New-Brunswick.
- e) **forty-nine (49)** All-Terrain Utility Trailers and ancillary items, to be delivered to CFB Goose Bay, Labrador.
- f) **three (3)** All-Terrain Utility Trailers and ancillary items, to be delivered to CFB Trenton, Ontario.

#### 1.1 Technical Changes, Substitutes and Alternatives

Any technical changes, substitutes and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function and performance. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the substitute or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

## 2. Standard Clauses and Conditions

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

### 2.1 General Conditions

2010A (2013-04-25), General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

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

At subsection 1, delete the following: “The warranty period will be twelve (12) months” and replace with the following: “The warranty period will be twelve (12) months, or 2,000 hours of usage, whichever comes first”.

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

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

If action to effect repairs under warranty cannot be initiated within two (2) working days and completed within a reasonable length of time or if the Contractor has no repair facilities in the immediate vicinity (within 100 kilometres) of the specified delivery destinations (consignees), Canada reserves the right to make such repairs and be reimbursed by the Contractor at the rate of \$103.91 per hour for labour and the cost for replaced parts.”

All other provisions of the warranty section remain in effect.

## 3. Security Requirement

There is no security requirement applicable to this Contract.

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## 4. Term of Contract

### 4.1 Delivery Date

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

#### Item 001

- a) **seventy-five (75)** All Terrain Utility Trailer and ancillary items must be delivered within **to be inserted by PWGSC** weeks/calendar days to Edmonton, Alberta from the effective date of the contract.
- b) **seventy-five (75)** All Terrain Utility Trailer and ancillary items must be delivered within **to be inserted by PWGSC** weeks/calendar days to Petawawa, Ontario from the effective date of the contract.
- c) **eighty-three (83)** All Terrain Utility Trailer and ancillary items must be delivered within **to be inserted by PWGSC** weeks/calendar days to Valcartier, Quebec from the effective date of the contract.
- d) **twenty-five (25)** All Terrain Utility Trailer and ancillary items must be delivered within **to be inserted by PWGSC** weeks/calendar days to Gagetown, New Brunswick from the effective date of the contract.
- e) **forty-nine (49)** All Terrain Utility Trailer and ancillary items must be delivered within **to be inserted by PWGSC** weeks/calendar days to Goose Bay, Labrador from the effective date of the contract.
- f) **three (3)** All Terrain Utility Trailer and ancillary items must be delivered within **to be inserted by PWGSC** weeks/calendar days to Trenton, Ontario from the effective date of the contract.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Chantal Bourassa  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
LEFTD - HS Division  
Place du Portage, Phase III, 7B1

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Gatineau, Quebec K1A 0S5  
Telephone: 819-956-6763  
Facsimile: 819-956-5227  
E-mail address: chantal.bourassa@pwgsc-tpsgc.gc.ca

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

## **5.2 Procurement Authority**

The Procurement Authority for the contract is:

### **To be inserted by PWGSC**

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

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

## **5.3 Technical Authority**

The Technical Authority for the Contract is:

### **To be inserted by PWGSC**

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

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

#### 5.4 Contractor's Representative

##### General enquiries

Name: **To be inserted by PWGSC**

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

##### Delivery follow-up

Name: **To be inserted by PWGSC**

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### 5.5 After Sales Service

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

##### a) Edmonton, Alberta

Distance between the delivery location and the dealer and/or agent: **to be inserted by PWGSC**  
km

Name:

Address:

Telephone Number:

##### b) Petawawa, Ontario

Distance between the delivery location and the dealer and/or agent: **to be inserted by PWGSC**  
km

Name:

Address:

Telephone Number:

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**c) Valcartier, Quebec**

Distance between the delivery location and the dealer and/or agent: **to be inserted by PWGSC**  
km

Name:

Address:

Telephone Number:

**d) Gagetown, New Brunswick**

Distance between the delivery location and the dealer and/or agent: **to be inserted by PWGSC**  
km

Name:

Address:

Telephone Number:

**e) Goose Bay, Labrador**

Distance between the delivery location and the dealer and/or agent: **to be inserted by PWGSC**  
km

Name:

Address:

Telephone Number:

**f) Trenton, Ontario**

Distance between the delivery location and the dealer and/or agent: **to be inserted by PWGSC**  
km

Name:

Address:

Telephone Number:

Distance between the delivery location and the dealer and/or agent: **to be inserted by PWGSC**  
km

Name:

Address:

Telephone Number:

## 6. Payment

### 6.1 Basis of Payment

#### 6.1.1 Firm Quantity

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000 including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

### 6.2 SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

### 6.3 Exchange Rate/Payment on Delivery

1. The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments.
2. The price must be adjusted to reflect the exchange rate in effect and applied by Canada Border Services Agency (CBSA) on the date of importation, but only in respect of the foreign currency component detailed in the above form.
3. No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.
4. On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In addition, the invoice must be accompanied by a copy of CBSA Form B3-3, Canada Customs Coding Form, for the imported goods, services or both.
5. Canada will have the right to audit any revision to costs and prices under this clause.

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## 7. Invoicing

### 7.1 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.
3. The Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no taxes payable as they were claimed and payable under the previous invoice for the vehicle/equipment/service.
4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.
5. Each invoice must be supported by:
  - (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
7. Invoices must be distributed as follows:
  - (a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.
  - (b) One (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
  - (c) One (1) copy must be forwarded to the consignee.

### 7.2 Holdback

1. Canada will apply a ten (10) percent holdback on any due payment for the vehicle/equipment/service (Item 001) until delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service.
2. Subsequent to delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor must submit an invoice for the release of the Holdback in accordance with "Invoicing Instructions" found in this contract.

## 8. Certifications

### 8.1 Compliance

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

### 9. Applicable Laws

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

### 10. Priority of Documents

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

- (a) the Articles of Agreement;
- (b) the 2010A (2013-04-25) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Pricing;
- (d) Purchase Description for All Terrain Utility Trailer, NSN: 2330-21-AAA-7603, Department of National Defence, dated April 2013;
- e) The Contractor's bid dated **(to be inserted by PWGSC)** \_\_\_\_\_, as amended **(to be inserted by PWGSC)** \_\_\_\_\_.

### 11. SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2011-05-16
D5545C	ISO 9001:2008 Quality Management Systems - Requirements (QAC C)	2010-08-16
D9002C	Incomplete Assemblies	2007-11-30

### 12. Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or it's representative. Should any report, document, good or service not be in

accordance with the requirements of the Purchase Description and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

### **13. Preparation for Delivery**

1. The vehicle/equipment shall be serviced, adjusted and delivered in condition for immediate use. The interior and exterior shall be clean when it arrives at the delivery destination.

2. All vehicles/equipment are to be delivered by appointment only. Any attempt by the carrier to deliver the vehicles/equipment without an appointment may be refused. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable, to pay for any additional costs.

### **14. Shipping Instructions - Delivery at Destination (Firm Quantity)**

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

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

Item 001 - the contact persons for each destination are:

#### **Destination - Edmonton, Alb.**

*(Insert name of the contact person)* at *(insert telephone number)* and the goods must be delivered to *(insert complete delivery address)*

#### **Destination - Petawawa, Ont.**

*(Insert name of the contact person)* at *(insert telephone number)* and the goods must be delivered to *(insert complete delivery address)*

#### **Destination - Valcartier, Qc.**

*(Insert name of the contact person)* at *(insert telephone number)* and the goods must be delivered to *(insert complete delivery address)*

#### **Destination - Gagetown, NB.**

*(Insert name of the contact person)* at *(insert telephone number)* and the goods must be delivered to *(insert complete delivery address)*

**Destination - Goose Bay, Labrador**

***(Insert name of the contact person)*** at ***(insert telephone number)*** and the goods must be delivered to ***(insert complete delivery address)***

**Destination - Trenton, Ont.**

***(Insert name of the contact person)*** at ***(insert telephone number)*** and the goods must be delivered to ***(insert complete delivery address)***

**15. Post-Contract Award Meeting**

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor shall be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at the Department of National Defence facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

**16. Progress Reports**

The Contractor must prepare and submit a monthly progress report electronically to the Procurement Authority, Technical Authority and Contracting Authority.

The Contractor must answer the following questions:

- (i) Is the delivery of the vehicle/equipment and ancillary items on schedule?
- (ii) Is this requirement free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

**17. Insurance Requirements**

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

### **18. Commercial General Liability Insurance**

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

(a) Additional Named Insured: Canada is added as an additional named insured, but only with respect to liability arising out of the performance of the Contract.

The interest of Canada as additional insured should read as follows: Canada, represented by the department of National Defence and/or Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

- (g) Employees and, if applicable, Volunteers must be included as Additional Insured.
- (h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)
- (i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
- (j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
- (k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
- (l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
- (m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

## 19. Vehicle Safety

Each vehicle supplied pursuant to the Contract must meet the applicable provisions of the Motor Vehicle Safety Act, S.C. 1993, c. 16, and the applicable regulations that are in force on the date of its manufacture.

## 20. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority and the Procurement Authority, thereby reducing printed material.

The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

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Product components used in performing the services should be recyclable and/or reusable, whenever possible.

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## ANNEX A - PRICING

### Item 001 – All Terrain Utility Trailer (Firm Quantity)

The Contractor must deliver **three-hundred and ten (310) All Terrain Utility Trailers** and ancillary items such as vehicle manuals, preventive maintenance replacement parts kit list, warranty letter(s) and Safety Recalls and Servicing Data, in accordance with the attached Purchase Description for All Terrain Utility Trailer, NSN 2330-21-AAA-7603, Department of National Defence, dated April 2013 as follows:

**a) Seventy-five (75)**, firm lot price of \$\_\_\_\_\_ per vehicle/equipment, Delivered Duty Paid at CFB Edmonton, Alberta, in accordance with Part 7 Basis of Payment.

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

**b) Seventy-five (75)**, firm lot price of \$\_\_\_\_\_ per vehicle/equipment, Delivered Duty Paid at CFB Petawawa, Ontario, in accordance with Part 7 Basis of Payment

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

**c) Eighty-three (83)**, firm lot price of \$\_\_\_\_\_ per vehicle/equipment, Delivered Duty Paid at CFB Valcartier, Quebec, in accordance with Part 7 Basis of Payment

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

**d) Twenty-five (25)**, firm lot price of \$\_\_\_\_\_ per vehicle/equipment, Delivered Duty Paid at CFB Gagetown, New Brunswick, in accordance with Part 7 Basis of Payment

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

**e) Forty-nine (49)**, firm lot price of \$\_\_\_\_\_ per vehicle/equipment, Delivered Duty Paid, to Goose Bay, Labrador, in accordance with Part 7 Basis of Payment

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

**f) Three (3)**, firm lot price of \$\_\_\_\_\_ per vehicle/equipment, Delivered Duty Paid at CFB Trenton, Ontario, in accordance with Part 7 Basis of Payment

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

### Item 002 – Extended Warranty Period

If the warranty period is extended for an additional period of \_\_\_\_\_ months/calendar days, the Contractor will be paid a firm unit price of \$\_\_\_\_\_ per vehicle/equipment, and Applicable Taxes extra.

**PURCHASE DESCRIPTION**

**FOR**

**ALL TERRAIN**

**UTILITY TRAILER**

**NSN: 2330-21-AAA-7603**

**Department of National Defence**

**April 2013**

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## 1 INSTRUCTIONS

**1.1 Scope** - This document covers all-terrain utility trailers. This equipment will be pulled by ATV's and will enable the operator to carry supplies and equipment in order to carry out their tasks.

**1.2 Instructions** - The following instructions apply to this Purchase Description:

- a. Requirements, which are identified by the word "*shall*", are mandatory. Deviations will not be permitted;
- b. Requirements identified by "*shall (E)*" are mandatory. The Technical Authority will consider substitutes/alternatives for acceptance as an Equivalent;
- c. Requirements identified with a "*will*" define actions to be performed by Canada and require no action/obligation on the Contractor's part;
- d. Where "*shall*", "*shall(E)*", or "*will*" are not used, the information provided is for guidance only;
- e. In this document "provided" shall mean "provided and installed";
- f. Where technical certification is required, a copy of the certification or an acceptable proof of compliance shall be provided upon request;
- g. Metric measurements shall be used to define the requirement. Other measurements are for reference only and may not be exact conversions; and
- h. Dimensions stated as nominal shall be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

**1.3 Definitions** - The following definitions apply to the interpretation of this Purchase Description:

- a. "Technical Authority" - The government official responsible for technical content of this requirement;
- b. "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; and

- c. “Proof of Compliance” - is defined as a document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software. The document **shall** provide detailed information on each performance requirement and/or specification. Where a document submitted as **Proof of Compliance** does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications **shall** be provided. The certificate **shall** detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.
- d. THE BIDDER MUST CLARIFY TECHNICAL ISSUES PRIOR TO BID SUBMISSION.

## 2. REQUIREMENTS

### 2.1 Standard Design

- a. The equipment **shall** include all systems and components normally supplied with equipment of this type, although the specifics may not be listed in this Purchase Description.
- b. All systems and components **shall** be in accordance with common industry practice such as SAE, CSA, ULC as well as ISO standards and test methods.

### 2.2 Human Engineering and Safety

- a. All systems and controls **shall** be safe and easy to use by a full range of operators (5th percentile female to 95th percentile male).
- b. Safety devices such as warning plates and instruction plates **shall** be provided, where required, to ensure safe operation.
- c. The equipment **shall** comply with applicable Canadian safety regulations.

**2.3 Operating Conditions** The equipment, under all load conditions, ***shall*** operate safely and efficiently as follows without appreciable degradation in reliability and maintainability.

- a. The equipment ***shall*** be capable of operating off-road, snow, mud, sand and ice.
- b. The equipment ***shall*** be capable of operating in a temperature range of -40°C to +37°C.

**2.4 Carrying Capacity**

- a. Load carrying capacity ***shall*** be at least 400 kg.
- b. Cargo volume ***shall*** be at least 20 cu ft inside the walls.

**2.5 ATV Compatibility Features**

- a. The cargo trailers ***shall*** be compatible with a standard ATV.
- b. Greasable 4-Bolt Hubs compatible with standard ATV's tire and wheel assemblies ***shall*** be provided.
- c. Rims, compatible with standard ATV's rims, ***shall*** be provided.
- d. Heavy-duty tubeless, high flotation tires with a minimum width of 8 inches ***shall*** be provided.
- e. A non-reflective green, brown or black paint colour ***shall*** be provided.
- f. The overall width of the cargo trailer ***shall*** not exceed 48 inches.

**2.6 Design Features**

- a. A heavy-duty single axle with greasable 4-bolt hubs and high-speed tapered roller bearings ***shall*** be provided.
- b. Drainage plugs ***shall*** be provided, to prevent water accumulation in the cargo box. Drainage plugs ***shall*** be screw type; flush with cargo box and removable from the inside of the cargo box.
- c. Tow hitch ***shall*** include 2 inch coupler receiver.
- d. Heavy duty frame ***shall (E)*** be constructed of 1 ¼ inches minimum square steel tubing material. Frame ***shall*** be powder coated to resist scratching and corrosion.

- e. Cargo box ***shall (E)*** be constructed of polyethylene material.

## **2.7 Covers**

- a. An easy to use waterproof cover ***shall*** be provided, to protect the cargo while underway.
- b. The cover ***shall*** be easily secured to the outside of the cargo box and ***shall*** be capable to remain secured under high vehicle speed operation and/or wind conditions.
- c. The cover material ***shall*** be UV, ROT and RIP resistant.
- d. The covers ***shall*** be provided in a non-reflective colour similar to the cargo trailer.

## **2.8 Paint and Corrosion Protection**

- a. High quality paint ***shall*** be provided, to prevent corrosion.

## **3. MISCELLANEOUS**

### **3.1 Trailer Identification Plate** - The following information ***shall*** be provided as a minimum, permanently marked and in a conspicuous and protected location:

- a. Contract number with individually numbered.
- b. Curb weight and carrying capacity.
- c. Tire pressure.
- d. Tire size
- e. NSN
- f. Serial number, A0001 to A0310. ( one per trailer)

## **4. INTEGRATED LOGISTIC SUPPORT**

**4.1 Documentations with each Trailer** – The following **shall** be provided.

- a. Trailers Manual.
  - i. Operator Manual – **Shall** be provided in a bilingual format.
  - ii. Parts Manual.
  - iii. Maintenance Manual (Shop repair).
  
- b. Warranty letter.

**4.2 Documentations / Item to the Technical Authority** – The following **shall** be provided.

- a. Trailers Manuals.
  - i. Operator Manual – **Shall** be provided in a bilingual format.
  - ii. Parts Manual.
  - iii. Maintenance Manual (Shop repair).
  
- b. Parts List
  - i. Parts Description.
  - ii. Original Equipment Manufacturer Part Number.
  - iii. Unit cost.
  
- c. Safety recall and servicing data.
  - i. Safety recall.
  
- d. Brochure.

**Technical Information Questionnaire for all-terrain utility trailers.**

**BID SOLICITATION NUMBER**

**Completed By:**

**Company Name:**

**Manufacturer's Name:**

**Name of Representative:**

**Designation:**

**Signature:**

**Date:**

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**Introduction**

This Questionnaire covers technical information, which **shall** be provided for evaluation of the vehicle/equipment offered.

**Substitutes/Alternatives**

Are any substitutes/alternatives offered as equivalent? YES  NO

**PURCHASE DESCRIPTION PARAGRAPHS**

2.1 **Standard Design**

a. Make \_\_\_\_\_ - Model \_\_\_\_\_

Length of time this model in production/sold commercially  
\_\_\_\_\_ Years

2.4 **Carrying Capacity - Proof of Compliance shall be provided.**

Bidders should indicate the document and page number where the Proof of Compliance can be found:

a. Load carrying capacity **shall** be at least 400 kg.

Document: \_\_\_\_\_ Page: \_\_\_\_\_

b. Cargo volume **shall** be at least 20 cu ft inside the walls.

Document: \_\_\_\_\_ Page: \_\_\_\_\_

2.5 **ATV Compatibility Features - Proof of Compliance shall be provided.**

Bidders should indicate the document and page number where the Proof of Compliance can be found:

a. The cargo trailers **shall** be compatible with a standard ATV.

Document: \_\_\_\_\_ Page: \_\_\_\_\_

b. Greasable 4-Bolt Hubs compatible with standard ATV's tire and wheel assemblies **shall** be provided.

Document: \_\_\_\_\_ Page: \_\_\_\_\_

c. Rims , compatible with standard ATV's rims, **shall** be provided.

Document: \_\_\_\_\_ Page: \_\_\_\_\_

- d. Heavy-duty tubeless, high flotation tires with a minimum width of 8 inches **shall** be provided.

Document: \_\_\_\_\_ Page:

- f. The overall width of the cargo trailer **shall** not exceed 48 inches.

Document: \_\_\_\_\_ Page:

2.6 **Design Features - Proof of Compliance shall be provided.**

Bidders should indicate the document and page number where the Proof of Compliance can be found:

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Document: \_\_\_\_\_ Page:

- b. Drainage plugs **shall** be provided, to prevent water accumulation in the cargo box. Drainage plugs **shall** be screw type; flush with cargo box and removable from the inside of the cargo box.

Document: \_\_\_\_\_ Page:

- c. Tow hitch **shall** include 2 inch coupler receiver.

Document: \_\_\_\_\_ Page:

- d. Heavy-duty frame **shall (E)** be constructed of 1 ¼ inches minimum square steel tubing material. Frame **shall** be powder coated to resist scratching and corrosion.

Document: \_\_\_\_\_ Page:

- e. Cargo box **shall (E)** be constructed of polyethylene material.

Document: \_\_\_\_\_ Page: