

**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

Title - Sujet ALL TERRAIN VEHICLES	
Solicitation No. - N° de l'invitation W8476-134044/B	Date 2012-11-07
Client Reference No. - N° de référence du client W8476-134044	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-597-61516	
File No. - N° de dossier hs597.W8476-134044	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-27	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bourassa, Chantal	Buyer Id - Id de l'acheteur hs597
Telephone No. - N° de téléphone (819) 956-6763 ()	FAX No. - N° de FAX (819) 956-5227
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

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

Issuing Office - Bureau de distribution

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

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

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PART 1 - GENERAL INFORMATION

1. 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 purchases descriptions, the technical information questionnaires.

2. Summary

The Department of National Defence has a requirement to purchase forty-one (41) All Terrain Vehicles (ATV's) and related items as follows:

- Item 001) In accordance with Purchase Description for Light Multi-Purpose 4 Wheeled, Gazoline Engine Vehicule, ECC 140297, NSN 2320-21-920-6831, dated August 2012:
 - a) ten (10) ATV, 4 Wheel, Gas, 2 Pax Side X Side, to be delivered to CFB Edmonton, Alberta, by February 15, 2013.

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- b) ten (10) ATV, 4 Wheel, Gas, 2 Pax Side X Side, to be delivered to CFB Petawawa, Ontario, by February 15, 2013.
 - c) ten (10) ATV, 4 Wheel, Gas, 2 Pax Side X Side, to be delivered to CFB Valcartier, Quebec by February 15, 2013.
 - d) three (3) ATV, 4 Wheel, Gas, 2 Pax Side X Side, to be delivered to CFB Gagetown, New-Brunswick, by February 15, 2013.
 - e) seven (7) ATV, 4 Wheel, Gas, 2 Pax Side X Side, to be delivered to 5 Wing Supply, Goose Bay, Labrador, by February 15, 2013.
 - f) one (1) ATV, 4 Wheel, Gas, 2 Pax Side X Side, to be delivered to CFB Trenton, Ontario, by February 15, 2013.

An option is included to be exercised within twelve (12) months from the effective date of the contract to purchase up to:

Item 002) ten (10) additional ATV, 4 Wheel, Gas, 2 Pax Side X Side, ECC 140297 and related items.

3. Set-aside under the Procurement Strategy for Aboriginal Business (PSAB)

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

4. 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.

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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2012-07-11) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The text under Subsection 4 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

Subsection 5 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this bid solicitation.

Subsection 4 of Section 05 - Submission of Bids of 2003, referenced above 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

Solicitation No. - N° de l'invitation

W8476-134044/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs597

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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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.

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 are encouraged to :

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and/or 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

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^(E)" 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.

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. Bidders should complete Annex A and submit it with their bid.

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, Goods and Services Tax or Harmonized Sales Tax, if applicable, 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 **February 15, 2013**, the best delivery that could be offered is as follows:

Item 001 - in accordance with Purchase Description ECC 140297:

- a) ten (10) ATV, 4 Wheel, 2 Pax, Side X Side and related items will be delivered to Edmonton, Alberta within _____ weeks/calendar days from the effective date of the contract.
- b) ten (10) ATV, 4 Wheel, 2 Pax, Side X Side and related items will be delivered to Petawawa, Ontario within _____ weeks/calendar days from the effective date of the contract.
- c) ten (10) ATV, 4 Wheel, 2 Pax, Side X Side and related items will be delivered to Valcartier, Quebec within _____ weeks/calendar days from the effective date of the contract.
- d) three (3) ATV, 4 Wheel, 2 Pax, Side X Side and related items will be delivered to Gagetown New-Brunswick within _____ weeks/calendar days from the effective date of the contract.
- e) seven (7) ATV, 4 Wheel, 2 Pax, Side X Side and related items will be delivered to Goose Bay, Labrador within _____ weeks/calendar days from the effective date of the contract.
- f) one (1) ATV, 4 Wheel, 2 Pax, Side X Side and related items will be delivered to Tenton, Ontario within _____ weeks/calendar days from the effective date of the contract.

2.1.2 Optional Quantity

The best delivery that could be offered is as follows:

Item 002 - If an option is exercised, up to ten (10) additional ATV, 4 Wheel 2 Pax, Side By Side and related items will be delivered within _____ weeks/calendar days.

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**. 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.

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

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

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.

1.1.2 Bidders must submit with their bid the completed Technical Information Questionnaire (attached).

A check mark must be added in the appropriate box of the Technical Information Questionnaire.

1.1.2.1 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.

1.1.2.2 Bidders must provide proof of compliance of the vehicle/equipment performance as detailed in the Purchase Description. Additional explanation must be provided to support their technical compliance such as, but not limited to, brochures, technical literature and specifications.

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 and FCA Free Carrier at Contractor's Canadian facility or the Contractor's Canadian Distribution Point, Incoterms 2000 for the optional quantity, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra.

Bidders must quote a price for all items identified in the bid solicitation (firm quantity and optional quantity):

1.2.1.3 Aggregate Evaluated Price

Bids will be evaluated on an aggregate price basis for the firm quantity and the optional quantity.

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.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

1.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. Certifications Precedent to Contract Award and Certifications Required with the Bid

Bidders must submit the certifications as provided below:

2.1 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.

2.1.1 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 all 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 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, 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.

2.2 Certifications Required with the Bid

Bidders must submit the following duly completed certifications with their bid.

2.2.1 Set-aside for Aboriginal Business

1. This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.
2. The Bidder:
 - i. certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii. agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.
3. The Bidder must check the applicable box below:
 - i ☐ The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.OR
 - ii ☐ The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.
4. The Bidder must check the applicable box below:
 - i. ☐ The Aboriginal business has fewer than six full-time employees.OR
 - ii. ☐ The Aboriginal business has six or more full-time employees.
5. The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make

copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

6. By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

2.2.2 Owner/Employee Certification - Set-aside for Aboriginal Business

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

PART 6 - SECURITY AND FINANCIAL REQUIREMENTS

1. Security Requirement

There is no security requirement associated with the requirement.

2. Financial Capability

SACC Reference

A9033T

Title

Financial Capability

Date

2012-07-16

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:

Item 001 - in accordance with Purchase Description for Light Multi-Purpose 4 Wheeled, Gasoline Engine Vehicule, ECC 140297, NSN 2320-21-920-6831, dated August 2012 and at Annex A - Pricing.

- a) ten (10) ATV, 4 Wheel, 2 Pax, Side X Side, and related items to be delivered to CFB Edmonton, Alberta;
- b) ten (10) ATV, 4 Wheel, 2 Pax, Side X Side, and related items to be delivered to CFB Petawawa, Ontario;
- c) ten (10) ATV, 4 Wheel, 2 Pax, Side X Side and related items to be delivered to CFB Valcartier, Quebec;
- d) three (3) ATV, 4 Wheel, 2 Pax, Side X Side, and related items to be delivered to CFB Gagetown, New-Brunswick;
- e) seven (7) ATV, 4 Wheel, 2 Pax, Side X Side, and related items to be delivered to 5 Wing Supply, Goose Bay, Labrador;
- f) one (1) ATV, 4 Wheel, 2 Pax, Side X Side, and related items to be delivered to CFB Trenton, Ontario.

An option is included to be exercised within twelve (12) months from the effective date of the contract to purchase up to:

Item 002 - ten (10) additional ATV, 4 Wheel, 2 Pax Side X side, ECC 140297 and related items.

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.

1.2 Optional Goods and/or Services

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

The option may be exercised at the discretion of Canada in whole or in part or in more than one occasion, up to the maximum quantity identified herein.

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

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

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

2030 (2012-07-16), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

Subsection 4 of Section 43 - Code of Conduct and Certifications of 2030 referenced above is replaced by:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

At Section 22, Warranty

Delete paragraphs 2, 3 and 4 in their entirety and replace with the following:

“2. In the event of a defect or non-conformance in any part of the Work during the warranty period, the Contractor, at the request of Canada to do so, must initiate corrective measures within two (2) working days and complete the repair, replacement or otherwise make good within a reasonable length of time at its own option and expense the part of the Work found to be defective or not in conformance with the requirements of the Contract. If the Contractor fails to initiate corrective measures within the 2 day period and complete the repair, replacement or otherwise make good within a reasonable length of time or 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.

3. The Work or any part of the Work found to be defective or non-conforming will be returned 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 travel and living expenses) incurred in so doing, Canada will not reimburse these Costs. In the event of a warranty dispute with a component manufacturer, the Contractor must be held responsible for all warranty coverage.”

4. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant pursuant to subsection 3. 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 directed by Canada.”

3. Security Requirement

There is no security requirement associated with the requirement.

4. Term of Contract

4.1 Delivery Date

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

Firm Quantity

Item 001

a) **ten (10) ATV** and related items must be delivered within **to be inserted by PWGSC** weeks/calendar days to Edmonton, Alberta from the effective date of the contract.

b) **ten (10) ATV** and related items must be delivered within **to be inserted by PWGSC** weeks/calendar days to Petawawa, Ontario from the effective date of the contract.

c) **ten (10) ATV** and related items must be delivered within **to be inserted by PWGSC** weeks/calendar days to Valcartier, Quebec from the effective date of the contract.

d) **three (3) ATV** and related 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) **seven (7) ATV** and related 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) **one (1) ATV** and related items must be delivered within **to be inserted by PWGSC** weeks/calendar days to Trenton, Ontario from the effective date of the contract.

Optional Quantity

Item 002 - If the option is exercised, up to ten (10) ATV and related items must be delivered within **to be inserted by PWGSC** weeks/calendar days after an option is exercised.

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
Gatineau, Quebec K1A 0S5
Telephone: 819-956-6763
Facsimile: 819-956-5227
E-mail address: chantal.bourassa@forces.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: _____

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. _____

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs597

Client Ref. No. - N° de réf. du client

W8476-134044

File No. - N° du dossier

hs597W8476-134044

CCC No./N° CCC - FMS No/ N° VME

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:

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:

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, Goods and Services Tax/Harmonized Sales Tax extra.

6.1.2 Optional 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, FCA Free Carrier, at Contractor's Canadian facility or the Contractor's Canadian distribution point, Incoterms 2000 including Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax 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.

7. Invoicing

7.1 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified on the invoice is completed.

If applicable, each invoice must be supported by:

- a. a copy of time sheets to support the time claimed;
- b. a copy of the release document and any other documents as specified in the Contract;
- c. a copy of the invoices, receipts, vouchers for all travel and living expenses.

2. Invoices must be distributed as follows:

(a) The original must be forwarded to the Procurement Authority to the following address for certification and payment.

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: DLP_____

(b) One (1) copy must be forwarded 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

Canada will apply a ten (10) percent holdback on the total price of each vehicle/equipment on any due payment of the said vehicle/equipment.

For **items 001**, release of the holdback (10%) is conditional upon receipt and certified acceptance by DND of the said vehicle/equipment and related items such as the vehicle manuals, warranty letter(s), preventive maintenance replacement parts kit list and list of special tools.

For **items 002**, release of the holdback (10%) is conditional upon receipt and certified acceptance by DND of the said vehicle/equipment and related items such as the vehicle manuals, warranty letter(s), preventive maintenance replacement parts kit list and list of special tools.

Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, 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 GST/HST payable as it was claimed and paid under the previous invoice.

(a) The original invoice for the holdback must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Contract.

(b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

(c) One (1) copy must be forwarded to the consignee.

8. Certifications

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

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 2030 (2012-07-16) General Conditions - Higher Complexity - Goods;
- (c) Annex A - Pricing;
- (d) Purchase Description for Light Multi-Purpose 4 Wheeled, Gasoline Engine Vehicle, ECC 140297, dated August 2012;
- (e) The Contractor's bid dated **(to be inserted by PWGSC)** _____, as amended **(to be inserted by PWGSC)** _____.

11. SACC Manual Clauses (as applicable)

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
C2800C	Priority Rating	2011-05-16
C2801C	Priority Rating - Canadian Contractors	2011-05-16
D5545C	ISO 9001:2008 Quality Management Systems - Requirements (QAC C)	2010-08-16

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 its 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 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 person at each destination is:

a) ***(Insert name of the contact person)at (insert telephone number)***

The goods must be delivered to **to be inserted by PWGSC**

b) ***(Insert name of the contact person)at (insert telephone number)***

The goods must be delivered to **to be inserted by PWGSC**

c) ***(Insert name of the contact person)at (insert telephone number)***

The goods must be delivered to **to be inserted by PWGSC**

d) ***(Insert name of the contact person)at (insert telephone number)***

The goods must be delivered to **to be inserted by PWGSC**

e) ***(Insert name of the contact person)at (insert telephone number)***

The goods must be delivered to **to be inserted by PWGSC**

f) *(Insert name of the contact person)* at *(insert telephone number)*

The goods must be delivered to to be inserted by PWGSC

15. Shipping Instructions (Optional Quantity)

1. Delivery will be FCA Free Carrier at the Contractor's Canadian facilities or the Contractor's Canadian Distribution Point, Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3. **(The DND Inbound Logistics Coordination Center will be identified if the option is exercised.)**

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:

- (a) the Contract number;
- (b) consignee address (for multiple addresses, items must be packaged and labeled separately with each consignee address);
- (c) description of each item;
- (d) the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
- (e) actual weight and dimensions of each piece type, including gross weight;
- (f) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the material safety data sheet.

4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, and the marking of each piece with a Transportation Control Number.

5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.

6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

16. 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.

17. 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 related 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.

18. 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.

19. 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.

20. 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.

ANNEX A - PRICING

Item 001 – ATV 4 Wheeled, ECC 140297 (Firm Quantity)

The Contractor must deliver **forty-one (41) ATV, 4 Wheeled**, and related items such as vehicle manuals, preventive maintenance replacement parts kit list, warranty letter(s), list of special tools and Safety Recalls and Servicing Data, in accordance with the attached Purchase Description for Light Multi-Purpose 4 Wheeled, Gazoline Engine Vehicule, ECC 140297, NSN 2320-21-920-6831, dated August 2012 as follows:

a) Ten (10), 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) Ten (10), 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) Ten (10), 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) Three (3), 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) Seven (7), firm lot price of \$_____ per vehicle/equipment, Delivered Duty Paid at 5 Wing Supply, Goose Bay, Labrador, in accordance with Part 7 Basis of Payment

Manufacturer: _____ Model: _____

f) One (1), 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 – ATV 4 Wheeled ECC 140297 (Optional Quantity)

If this option is exercised, the Contractor must deliver up to ten (10) additional ATV and related items such as vehicle manuals, preventive maintenance replacement parts kit list, warranty letter(s), list of special tools and Safety Recalls and Servicing Data, in accordance with the

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs597

Client Ref. No. - N° de réf. du client

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

W8476-134044

hs597W8476-134044

attached Purchase Description for Light Multi-Purpose 4 Wheeled, Gazoline Engine Vehicle, ECC 140297, NSN 2320-21-920-6831, dated August 2012 as follows:

Manufacturer: _____ Model: _____

Firm lot price of \$_____ per vehicle/equipment, FCA Free Carrier at Contractor's Canadian facility or Contractor's Canadian distribution point as detailed in Part 7 Basis of Payment.

Item 003 – 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, Goods and Services Tax or the Harmonized Sales Tax extra.

PURCHASE DESCRIPTION

FOR

LIGHT UTILITY

MULTI-PURPOSE

4 WHEELED, GASOLINE ENGINE

VEHICLE

ECC 140297

NSN 2320-21-920-6831

AUGUST 2012

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 - 7.2 Colour
 - 7.3 Tools
 - 7.4 Identification Plate

- 8. INTEGRATED LOGISTIC SUPPORT**
 - 8.1 Documentation with each vehicle
 - 8.2 Documentation/Items to the Technical Authority

1. INSTRUCTIONS

1.1 Scope - This document covers, light utility, multi-purpose, four wheeled, gasoline engine vehicles.

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” - A document such as a brochure, a third party test report, a report generated by third party software, or a certificate of attestation signed by a senior representative of the Original Equipment Manufacturer (such as a certified engineer) indicating the performance and/or feature specified.

2. APPLICABLE DOCUMENTS

2.1 Government Furnished Documents - NOT APPLICABLE

2.2 Other Publications - The following documents form part of this Purchase Description. Web sites for the organization are given when available. Effective documents are those in effect on date of manufacture. Sources are as shown:

- a. SAE Handbook

Society of Automotive Engineers Inc.
400 Commonwealth Dr.,
Warrendale, PA, 15096
<http://www.sae.org>

3. REQUIREMENTS

3.1 Standard Design – The vehicle/equipment *shall*:

- a. Be the latest model from a manufacturer who has demonstrated acceptability by manufacturing and selling this type and size class of vehicle for at least 1 year;
- b. Have engineering certification available, upon demand, for this application from the original manufacturer of major equipment systems and assemblies;
- c. Conform to all applicable laws, regulations and industrial standards governing manufacture, safety, noise levels and pollution in effect in Canada at the time of manufacture; and
- d. Have system and component capacities not greater than their published ratings (i.e. product or component brochures) or accompanied by proof of compliance.

3.2 Operating Conditions – The vehicle/equipment, under all load conditions, *shall* operate safely and efficiently as follows without appreciable degradation in reliability and maintainability:

- a. **Towing capacity** – The vehicle/equipment *shall* be capable of being operated while towing a minimum load of 410 kg;
- b. **Weather** - The vehicle/equipment *shall* operate under the extremes of weather found in Canada in temperatures ranging from -40 to 37° C (-40 to 99° F);
- c. **Terrain** - The vehicle/equipment *shall* be capable of being operated off-road (e.g. construction sites, open fields and dirt tracks). Terrain conditions *shall* include year round operations on snow, mud, sand and ice.

3.3 Safety Regulations – The vehicle should comply with applicable Canadian Federal safety regulations.

3.4 Human Engineering and Safety – The following applies:

- a. All systems and controls should be safe and easy to use by a full range of operators (5th percentile female to 95th percentile male), in general accordance with SAE J833 (ISO 3411) and SAE J898 (ISO 6682);
- b. Safety devices such as warning plates, instruction plates, non-slip surfaces, grab handles and heat shields should be provided, where required, to ensure safe operation.

3.5 Vehicle Delivery Condition – The vehicle *shall* be delivered to destination in a fully operational condition (serviced and adjusted) and both the interior and exterior *shall* be cleaned. If the vehicle requires assembly at destination, the Contractor *shall* be responsible for all manpower and equipment to perform assembly. The consignee will provide the area required for assembly. For shipment verification, all items such as wheel wrenches, jacks, and all other tools, equipment and accessories, which are shipped loose with the equipment, *shall* be listed on the shipping certificate or to an attached packing note.

3.6 Dimensions – The following *shall* be provided:

- a. A maximum vehicle length of 330 cm;
- b. A maximum vehicle width of 175 cm.
- c. A minimum ground clearance of 25 cm.

4. CHASSIS AND POWER TRAIN SYSTEMS

4.1 Engine Systems – The following applies:

- a. The engine displacement *shall* be at least 490 cc;
- b. The engine *shall* have a minimum of one (1) cylinder;
- c. The engine *shall* be a 4-stroke engine;
- d. Exhaust pipe and spark arresting muffler *shall* be provided;
- e. Fuel type *shall* be regular gasoline.

4.2 Fuel Tank – The following applies:

- a. A minimum 30 litres fuel tank capacity *shall* be provided;
- b. Fuel tank cap should indicate the use of gasoline fuel;
- c. Fuel tank and/or fuel tank cap *shall(E)* indicate the level of fuel in the tank.

4.3 Transmission – the following applies:

- a. The vehicle *shall* have four wheels with a minimum of four-wheel drive option;
- b. A minimum of one forward and one reverse gear *shall* be provided.

4.4 Brakes – The following applies:

- a. Front and/or rear hydraulic disc brakes *shall(E)* be provided;
- b. A parking brake *shall* be provided.

5. BODY SYSTEMS

5.1 Body Features – The following *shall* be provided:

- a. Rear cargo box with a minimum carrying capacity of 410 kg;
- b. Front bumper/body protection;
- c. Under body protection;
- d. Front and rear independent suspension.

5.2 Seating and Driver/Passenger Compartment – The following *shall* be provided:

- a. Side-by-side seating with a Minimum capacity of two (2) occupants;
- b. High-back seats for all the occupants;
- c. Seat belts for all the occupants;
- d. Hip restraint bar/handholds for the occupants.
- e. Side restraint or net for the occupants

5.3 Controls and Instruments – The following applies:

- a. Electrical starting *shall* be provided;
- b. Speedometer/ hour meter *shall* should be provided;
- c. Fuel gauge *shall(E)* be provided;
- d. Gear indicator *shall* be provided. The gear indicator *shall* be, as a minimum, markings on and/or a decal next to the gear selector lever.
- e. Mirrors for driver *shall* be provided;

6. ELECTRICAL SYSTEMS – The following *shall* be provided:

- a. Heavy-duty maintenance-free battery;
- b. A 12V outlet in the driver/passenger compartment.
- c. A 2,500 lbs minimum capacity front mounted winch with roller and fairlead *shall* be provided;

7. MISCELLANEOUS

7.1 Special Equipment – The following *shall* be provided:

- a. Occupant protective structure (ROPS);
- b. A rear receiver hitch with 2'' inch ball *shall* be provided;
- c. Heavy-duty all-purpose tires.
- d. Vehicle Storage Cover *shall* be provided.

7.2 Colour – The following applies:

- a. The colour of external surfaces is as per Manufacturer's standard colour.

7.3 Tools – The following applies:

- a. A basic tool kit *shall(E)* be provided with each vehicle;
- b. The tools should be stored in a bag which shall be resistance to extreme cold temperatures and should include, as a minimum, tools specific to the vehicle for roadside maintenance.

7.4 Identification Plate – The following information *shall* be provided as a minimum, permanently marked and in a conspicuous and protected location:

- Manufacturer;
- Model;
- Model year;
- Serial number;
- Gross Vehicle Weight Rating (GVWR);
- Contract number.

8. INTEGRATED LOGISTIC SUPPORT – The Contractor is required to ensure that spare parts required to properly maintain and repair completed vehicles are available for purchase for a period of 10 years.

8.1 Documentation with each vehicle – The Contractor *shall* provide the following documents with each vehicle:

- a. **Vehicle Manuals** – The vehicle *shall* be provided with all manuals required for the safe operation, maintenance and repair of the vehicles and all sub-systems, attachments, components and accessories included in the vehicle supplied. The following manuals *shall* be provided:
 - i. **Operator's Manuals** – Operator's Manuals *shall* be provided in a bilingual format or as 2 manuals in a single binder (one English, one French). Operators' Manual(s) *shall* be supplied in paper format. The Operator's Manual *shall* include:
 - Instructions for the safe operation of the vehicle;
 - Daily operator maintenance instructions/checks (including lubrication);
 - Safety warnings: and
 - Hand signals (as necessary).
 - ii. **Parts Manuals** – The Parts Manuals *shall* be in English (French translation is desirable). The Parts Manuals *shall* include:
 - Illustrations showing all components of the vehicle including equipment and accessories from other manufacturers that is supplied for the

requirements of the contract. The illustrations **shall** have numbers for the itemization of the parts;

- A listing for all itemized manufacturer's parts showing the manufacturer's part number of the illustration, the part name and a brief description of the item; and
- Cross reference relating the manufacturer part number to the correct figure and item number.

iii. **Maintenance (Shop Repair) Manuals** - The Maintenance (Shop Repair) Manual **shall** be in English (French translation is desirable). The Maintenance (Shop Repair) Manuals **shall** include:

- A trouble shooting guide, showing the steps and tests required to determine the exact cause of a problem and an explanation of what steps would be required to correct a problem;
- A listing of the necessary tolerances, torque levels, fluid volumes required and a section listing any special tools (including item part numbers);
- Information on the order of disassembly and assembly of the systems and components of the vehicle; and
- Complete electrical diagrams.

iv. **Manuals on CD/DVD-ROM** - A copy of the manuals on CD/DVD-ROM **shall** be provided, if available. This **shall** include all the manuals provided in clauses i, ii, and iii above. For usability, CD/DVD-ROM **shall not** require password and/or Internet connection to be accessed. Operator's manuals **shall** also be supplied in paper format.

v. **Sample Manuals** – The Contractor **shall** deliver a set of sample manuals, including all documents in items i through iv above. The Sample Manuals **shall** be delivered to the Technical Authority. Sample Manuals will not be returned. In the event that manuals are dependent on first vehicle completion, Sample Manuals **shall** be submitted within 30 days after the pre-production vehicle approval or first production vehicle inspection. The Technical Authority will provide approval or comments on the manuals within calendar 30 days. If corrections are required, the contractor **shall** ensure that the Technical Authority has a complete set of corrected manuals.

Notes: In the event that the manuals are not available at time of shipment, provisional manuals **shall** accompany the vehicle/equipment. Provisional manuals **shall** be clearly

identified with the word “**PROVISIONAL**”. Provisional manuals *shall* be replaced with approved manuals to all shipping locations within 30 calendar days of receipt of approval of manuals.

- b. **Warranty Letter** – A paper copy of the completed bilingual Warranty Letter with each vehicle shipped in the approved format. The Contractor *shall* send a copy of the Warranty Letter, in electronic format, to the Technical Authority for each vehicle, at shipment. Designated warranty providers *shall* honour the warranty letter.

8.2 Documentation/Items to the Technical Authority – The Contractor *shall* provide the following documents to the Technical Authority:

- a. **Preventive Maintenance Replacement Parts Kit List** - A list of parts needed to perform preventive maintenance on one vehicle for a 6-month period or equivalent amount of hours. A complete change of all filters and filter elements *shall* be included. The list will be reviewed, amended (if required) and approved by the Technical Authority. The list *shall* include the following elements:
 - i. Part description;
 - ii. Original Equipment Manufacturer Part number;
 - iii. Suggested quantity; and
 - iv. Unit cost.
- b. **List of Special Tools** - The Contractor *shall* provide a list detailing the special tools required for the vehicle that would not be included in a mechanics toolbox. This would include items such as special wrenches, or extraction devices and special diagnostic tools;
- c. **Safety Recalls and Servicing Data** – The following information is required to be provided to all customer locations, on a continuing basis, throughout the life expectancy of the vehicle or for no less than 10 years:
 - i. Safety Recalls; and
 - ii. Manufacturers technical Service Bulletins, or equivalent.

NOTE: This service can be made available as an Internet Service.

- d. **Brochures** – Up-to-date brochures and other applicable information for each make/model/configuration *shall* be supplied to the Technical Authority.

TECHNICAL INFORMATION QUESTIONNAIRE

(To be typed)

This questionnaire covers technical information, which *shall* be provided for evaluation of the vehicle/equipment offered. The questionnaire *shall* be filled in, or at least signed, by an authorized technical representative

The Contractor *shall* provide to the Technical Authority bilingual technical documentation with pictures of the vehicle/equipment to support the claims made in the Technical Information Questionnaire. This documentation may be in the form of a brochure / technical specifications sheet of the product/equipment offered.

Where a company is unsure if their vehicle / equipment / product / system complies, they *shall* provide a complete explanation.

NOTE: IT IS THE BIDDERS RESPONSIBILITY TO CLARIFY OUTSTANDING TECHNICAL ISSUES, BY WRITTEN REQUEST, TO THE CONTRACTING AUTHORITY PRIOR TO BID SUBMISSION.

Company name: _____

Name of the Authorized Representative: _____

Title of the Authorized Representative: _____

Signature of the Authorized Representative: _____

Manufacturer's name: _____

3. REQUIREMENTS

3.1 Standard Design – Complies? Yes ☐ No ☐

- a. Make: _____
Model: _____
Model Year: _____
Length of time this model in production/sold commercially _____ years

b. Are system/component used within published capacities? Yes ☐ No ☐

Comments: _____

3.2 Operating Conditions – the equipment, under all load conditions, *shall* operate safely and efficiently as follows without appreciable degradation in reliability and maintainability:

a. **Towing capacity** – A minimum load of 410 kg. Yes ☐ No ☐

b. **Weather** - Temperatures ranging from -40 to 37° C. Yes ☐ No ☐

c. **Terrain** - Off-road, snow, mud, sand and ice. Yes ☐ No ☐

Comments: _____

3.3 Safety Regulations – Complies? Yes ☐ No ☐

Comments: _____

3.4 Human Engineering and Safety – Complies? Yes ☐ No ☐

Comments: _____

3.5 Vehicle Delivery Condition – Complies? Yes ☐ No ☐

Comments: _____

3.6 Dimensions – The following *shall* be provided:

- a. Vehicle has a maximum length of 330 cm. Yes ☐ No ☐
- b. Vehicle has a maximum width of 175 cm. Yes ☐ No ☐
- c. A minimum ground clearance of 25 cm. Yes ☐ No ☐

Comments: _____

4. CHASSIS AND POWER TRAIN SYSTEMS

4.1 Engine Systems – The following applies:

- a. Engine displacement is at least 490 cc. Yes ☐ No ☐
- b. Engine has at least one (1) cylinder. Yes ☐ No ☐
- c. Engine is a 4-stroke engine. Yes ☐ No ☐
- d. Exhaust pipe and a spark arresting muffler are provided. Yes ☐ No ☐
- e. Engine fuel type is regular gasoline. Yes ☐ No ☐

Comments: _____

4.2 Fuel Tank - The following is provided:

- a. Fuel tank has a minimum capacity of 30 litres. Yes ☐ No ☐
- b. Fuel tank cap indicates the use of gasoline fuel. Yes ☐ No ☐
- c. Fuel tank and/or fuel tank cap *shall (E)* indicated the fuel level. Yes ☐ No ☐

Comments: _____

4.3 Transmission – The following *shall* be provided:

- a. Vehicle has four wheels and four-wheel drive option. Yes ☐ No ☐
- b. Transmission has a minimum of one forward and one reverse gear. Yes ☐ No ☐

Comments: _____

4.4 Brakes – The following applies:

- a. Vehicle has front and/or rear hydraulic disc brakes. Yes ☐ No ☐
- b. Vehicle is equipped with a parking brake. Yes ☐ No ☐

Comments: _____

5. BODY SYSTEMS

5.1 Body Features – The following *shall* be provided:

- a. Rear cargo box as described. Yes ☐ No ☐
- b. Front bumper / body protection. Yes ☐ No ☐
- c. Under body protection. Yes ☐ No ☐
- d. Front and rear independent suspension. Yes ☐ No ☐

Comments: _____

5.2 Seating and Driver/Passenger Compartment - The following *shall* be provided:

- a. Side-by-side seating with a total capacity of two (2) occupants. Yes ☐ No ☐
- b. High-back seats. Yes ☐ No ☐
- c. Seatbelts. Yes ☐ No ☐

- d. Hip restraint bar/handholds. Yes ☐ No ☐

Comments: _____

5.3 Controls and Instruments – The following applies:

- a. Electrical starting Yes ☐ No ☐
b. Speedometer/Hour Meter Yes ☐ No ☐
c. Fuel gauge Yes ☐ No ☐
d. Gear indicator Yes ☐ No ☐
e. Mirrors for driver. Yes ☐ No ☐

Comments: _____

6. ELECTRICAL SYSTEMS – The following *shall* be provided:

- a. Heavy-duty maintenance-free battery. Yes ☐ No ☐
b. 12V outlet in the driver/passenger compartment. Yes ☐ No ☐
c. A 2,500 lbs minimum capacity front mounted winch with roller and fairlead *shall* be provided; Yes ☐ No ☐

Comments: _____

7. MISCELLANEOUS

7.1 Special Equipment – The following *shall* be provided:

- a. Occupant protective structure (ROPS). Yes ☐ No ☐

- b. A rear receiver hitch with 2'' inch ball *shall* be provided; Yes ☐ No ☐
- c. Heavy-duty all-purpose tires. Yes ☐ No ☐
- d. Vehicle Storage Cover. Yes ☐ No ☐

Comments: _____

7.2 Colour – Complies? Yes ☐ No ☐

Comments: _____

7.3 Tools – The following *shall(E)* be provided:

- a. A basic tool kit with each vehicle. Yes ☐ No ☐

Comments: _____

- b. Tool bag, extreme cold resistance temperatures and should include, as a minimum, tools specific to the vehicle for roadside maintenance with each vehicle.

Yes ☐ No ☐

Comments: _____

7.4 Identification Plate – Complies? Yes ☐ No ☐

Comments: _____

8. INTEGRATED LOGISTIC SUPPORT

8.1 Documentation with each vehicle – Complies?

Yes ☐ No ☐

Comments: _____

8.2 Documentation/Items to the Technical Authority – Complies?

Yes ☐ No ☐

Comments: _____
