

**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
**Bid Receiving - PWGSC / Réception des**  
**soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0B2 / Noyau 0B2**  
**Gatineau, Québec K1A 0S5**  
**Bid Fax: (819) 997-9776**

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

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

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

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

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

**Comments - Commentaires**

<b>Title - Sujet</b> Utility Vehicle	
<b>Solicitation No. - N° de l'invitation</b> 23375-150301/A	<b>Date</b> 2015-01-13
<b>Client Reference No. - N° de référence du client</b> 23375-150301	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-636-66534	
<b>File No. - N° de dossier</b> hs636.23375-150301	<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 2015-02-23</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Khan, Shazia	<b>Buyer Id - Id de l'acheteur</b> hs636
<b>Telephone No. - N° de téléphone</b> (819) 956-7345 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATURAL RESOURCES 1 HAANEL DR. ATT:JAMIE TOPPING OTTAWA Ontario K1A1M1 Canada	

**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**

Natural Resources Canada has a requirement to purchase two (2) utility vehicles, one (1) trailer and ancillary items, including familiarization instruction/training, in accordance with the Purchase Description dated (2014-12-19), and as described at Annex A - Pricing.

The requirement includes an option to purchase up to two (2) additional utility vehicles, one (1) trailer and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

### **3. Trade Agreements**

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

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#### **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 from 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](#) 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 (2014-09-25) 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 questions is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. Applicable Laws - Bid**

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

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

#### **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, the Technical Authority or 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 (1 hard copy)

Section IV: 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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Bidders should submit, with their bid, the completed Technical Information Questionnaire for each configuration for which they are submitting a bid.

## **Section II: Financial Bid**

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 7 and 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. SACC Manual Clauses**

#### **1.1 Exchange Rate Fluctuation Risk Mitigation**

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

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### **Section III: Certifications**

#### **1. Certifications**

Bidders must submit the certifications required under Part 5.

### **Section IV: Additional Information**

#### **1. Additional Information**

Canada requests that bidders submit the following information:

##### **1.1 Best Delivery Date - Bid**

###### **1.1.1 Firm Quantity**

While delivery of the equipment/vehicle is requested by \_\_\_\_\_, the best delivery that could be offered is as follows:

Item 001:

Configuration A – one (1) utility vehicle and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

Configuration B) – one (1) utility vehicle with trailer and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

###### **1.1.2 Optional Quantity**

The best delivery that could be offered is as follows:

Item 002:

Configuration A - If an option is exercised, one (1) utility vehicle and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days.

Configuration B - If an option is exercised, one (1) utility vehicle with trailer and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days.

##### **1.2 Supplier Contacts**

Name and telephone number of the person responsible for:

General enquiries

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

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

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

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

Delivery follow-up

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Name: \_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Facsimile No. \_\_\_\_\_  
E-mail address: \_\_\_\_\_

### **1.3 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.

Distance between the delivery location and the dealer and/or agent: \_\_\_\_\_ km  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_

### **1.4 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 1000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

### **1.5 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 1000 hours of usage, whichever comes first.

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

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

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

### **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 Mandatory Technical Evaluation Criteria**

##### **1.1.1 Mandatory Proof of Compliance**

Bidders must submit, with their bid, all proof of compliance required in the Technical Information Questionnaire.

##### **1.2 Mandatory Financial Evaluation Criteria**

**1.2.1** Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex A - Pricing for items 001, 002 and 004.

**1.2.2** The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for item 001 the firm quantity and FCA Free Carrier at Contractor's Canadian facility or the Contractor's Canadian Distribution Point, Incoterms 2000 for items 002 (optional quantity) and 004 (optional familiarization instruction/training), Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

##### **1.2.3 Evaluated Aggregate Price**

Bids will be evaluated on an aggregate price basis per configuration for the firm quantity, the optional quantity and familiarization instructions/training (option) as follows:

- a) the firm lot prices per configuration for the firm quantity will be multiplied by their identified quantities to obtain the evaluated price per configuration of the firm quantity;
- b) the firm lot prices per configuration for the optional quantity will be multiplied by the their identified estimated quantity quantities to obtain the evaluated price per configuration of the optional quantity;
- c) the firm lot prices per configuration for the familiarization instruction/training (option) will be multiplied by the their identified estimated quantity quantities to obtain the evaluated price per configuration of the familiarization instruction/training (option).;
- d) the sum of all evaluated prices per configuration will determine the evaluated aggregate price.

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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 per group of configurations will be recommended for award of a contract.

## **PART 5 - CERTIFICATIONS**

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

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

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

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

#### **1.1 Integrity Provisions – Associated Information**

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. (The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### **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 inform the Bidder of a time frame within which to provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

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## 2.1 Product Conformance

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

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

\_\_\_\_\_  
Bidder's authorized representative signature

\_\_\_\_\_  
Date

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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

## **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 - Contract**

The Contractor must deliver two (2) utility vehicles, one (1) trailer and ancillary items, including familiarization instruction/training, in accordance with the Purchase Description, dated (2014-12-19) and Annex A - Pricing.

An option is included to purchase up to two (2) additional utility vehicles one (1) trailer and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

#### **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, quality and performance to what is being replaced and must be at no additional cost to Canada. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

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

#### **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**

2010A (2014-11-27), 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 1000 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.

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### **3. Term of Contract**

#### **3.1 Delivery Date**

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

##### **Firm Quantity**

Item 001:

Configuration A – one (1) utility vehicle and ancillary items, must be received within (to be inserted by PWGSC)\_\_\_\_\_ weeks/calendar days from the effective date of the contract.

Configuration B – one (1) utility vehicle with trailer and ancillary items, must be received within (to be inserted by PWGSC)\_\_\_\_\_ weeks/calendar days from the effective date of the contract.

##### **Optional Quantity**

Item 002:

Configuration A – If the option is exercised, one (1) utility vehicle and ancillary items must be received within (to be inserted by PWGSC)\_\_\_\_\_ weeks/calendar days after an option is exercised.

Configuration B – If the option is exercised, one (1) utility vehicle with trailer and ancillary items must be received within (to be inserted by PWGSC)\_\_\_\_\_ weeks/calendar days after an option is exercised.

### **4. Authorities**

#### **4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Shazia Khan  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
LEFTD - HS Division  
7B1, Place du Portage, Phase III  
Gatineau, Quebec K1A 0S5  
Telephone: 819-956-7345  
Facsimile: 819-956-5227  
E-mail address: shazia.khan@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.

#### **4.2 Procurement Authority**

The Procurement Authority for the contract is:

To be inserted by PWGSC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

#### **4.3 Technical Authority**

The Technical Authority for the Contract is:

To be inserted by PWGSC

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

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#### 4.4 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: \_\_\_\_\_

#### 4.5 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:

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

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

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

Telephone Number: \_\_\_\_\_

### 5. Payment

#### 5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price(s) specified in Annex "A" - Pricing, and as follows:

##### 5.1.1 Basis of Payment (BOP) Type 1

Firm lot 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.

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

### **5.1.2 Basis of Payment (BOP) Type 2**

Firm lot prices in Canadian dollars, FCA Free Carrier, Incoterms 2000 at Contractor's Canadian facility or Contractor's Canadian distribution point, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

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

### **5.1.3 Basis of Payment (BOP) Type 3**

Price to be negotiated 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.

The transportation cost will be "negotiated" when Canada intends to exercise an option and has identified the applicable quantities and destinations. When requested by Canada, as a basis for negotiation, the Contractor must provide the transportation price(s) and relevant information.

### **5.1.4 Basis of Payment (BOP) Type 4**

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

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

All travel and living expenses incurred in the performance of the work outside Canada will be the Contractor's responsibility.

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

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

## **5.2 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

### 5.3 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:  
Adjustment =  $FCC \times Qty \times (i_1 - i_0) / i_0$   
where formula variables correspond to:

**FCC**

Foreign Currency Component (per unit)

**$i_0$**

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

**$i_1$**

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

**Qty**

quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#) , Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#)  (i.e.  $(i_1 - i_0) / i_0$ ).

8. Canada reserves the right to audit any revision to costs and prices under this clause.

## **6. Invoicing**

### **6.1 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.

### **6.2 Holdback**

1. Canada will apply a ten (10) percent holdback on any due payment for the vehicle/equipment/service (Items 001 and 002) 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.

## 7. Certifications

### 7.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, 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.

## 8. Applicable Laws - Contract

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

## 9. 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 (2014-11-27) General Conditions - Medium Complexity- Goods;
- (c) Annex A - Pricing;
- (e) Purchase Description for dated 2014-12-19;
- (f) The Contractor's bid dated (to be inserted by PWGSC) \_\_\_\_\_, as amended (to be inserted by PWGSC) \_\_\_\_\_.

## 10. SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
G1005C	Insurance	2008-05-12

## 11. Inspection and Acceptance

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

## **12. Preparation for Delivery**

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

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.

## **13. Shipping Instructions - Delivery at Destination**

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (in accordance with Annex A - Pricing). 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.

## **14. 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 Natural Resources Canada facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, Natural Resources Canada and Public Works and Government Services Canada.

## **15. Tools and Loose Equipment**

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

## **16. Assembly/Preparation at Delivery**

The Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all vehicles/equipment delivered. The assembly/preparation must be performed at no additional cost to Canada.

## **17. Interchangeability**

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

## **18. 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, the Technical Authority or 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).

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

## ANNEX A – PRICING

### Item 001 – Utility Vehicle (Firm Quantity)

The Contractor must deliver two (2) utility vehicles, one (1) trailer and ancillary items such as but not limited to vehicle manuals, warranty letter(s) and familiarization instruction/training, in accordance with the attached Purchase Description, dated 2014-12-19.

#### Configuration A

One (1) utility vehicle and ancillary items must be delivered to:

CanmetENERGY  
1 Haanel Drive  
Ottawa, Ontario  
K1A 1M1

The contact person at destination is: (to be inserted by PWGSC).

Firm lot price of \$\_\_\_\_\_ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 7, Basis of Payment Type 1.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

#### Configuration B

One (1) utility vehicle with trailer and ancillary items must be delivered to:

CanmetENERGY  
1 Haanel Drive  
Ottawa, Ontario  
K1A 1M1

The contact person at destination is: (to be inserted by PWGSC).

Firm lot price of \$\_\_\_\_\_ per vehicle/equipment including trailer and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 7, Basis of Payment Type 1.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

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**Item 002 – Utility Vehicle (Optional Quantity)**

If this option is exercised, the Contractor must deliver up to two (2) utility vehicles, one (1) trailer and ancillary items such as but not limited to vehicle manuals, warranty letter(s), excluding familiarization instruction/training, in accordance with the attached Purchase Description, dated 2014-12-19.

**Configuration A**

Quantity: one (1)

Firm lot price of \$\_\_\_\_\_ per vehicle/equipment and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 2.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

**Configuration B**

Quantity: one (1)

Firm lot price of \$\_\_\_\_\_ per vehicle/equipment including trailer and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 2.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

**Item 003 - Transportation Cost (Optional Quantities)**

If an option is exercised in accordance with item 002 above, the Contractor must deliver the vehicle/equipment to destination as follows:

Configuration (to be inserted by PWGSC if an option is exercised)

Quantity: (to be inserted by PWGSC if an option is exercised)

The utility vehicle and ancillary items must be delivered to:

(to be inserted by PWGSC if an option is exercised)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The contact person at destination is:(to be inserted by PWGSC if an option is exercised).

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Negotiated price of \$(to be negotiated if an option is exercised) per vehicle/equipment, for transportation cost, Delivered Duty Paid (... named place of destination), in accordance with Part 7, Basis of Payment Type 3.

(Item 003 will not be included in the financial evaluation)

**Item 004 - Familiarization Instruction/Training (Option)**

If this option is exercised, the Contractor must provide up to two (2) familiarization instruction/training, in accordance with the attached Purchase Description for, dated 2014-12-19.

**Configuration A**

Quantity: one (1)

Firm unit price of \$ \_\_\_\_\_ in accordance with Part 7, Basis of Payment Type 2.

**Configuration B**

Quantity: one (1)

Firm unit price of \$ \_\_\_\_\_ in accordance with Part 7, Basis of Payment Type 2.

**Item 005 - Travel and Living Expenses – National Joint Council Directive, for Familiarization Instruction/Training (Option)**

The Contractor must deliver the familiarization instruction/training for Configuration (to be inserted by PWGSC if an option is exercised) to:

(to be inserted by PWGSC if an option is exercised)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Estimated Cost: \$(to be inserted by PWGSC if an option is exercised) in accordance with Part 7, Basis of Payment Type 4.

(Item 005 will not be included in the financial evaluation)

**Item 006 – 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.

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(Item 006 will not be included in the financial evaluation)

Purchase Description  
CANMET EngServ Worksite Utility Vehicle Requirements

2014-12-19

**General**

The Engineering Services (EngServ) Group is responsible for engineering services, facility management, Installations, equipment maintenance, and health & safety at CanmetENERGY-Ottawa facilities at Bell's Corners complex. The Group's primary focus is to provide cost effective technical resources in the way of services to support research projects throughout the 19 building and pilot facilities Bell's Corners complex. The group is divided into six sub groups of expertise; Electrical, Mechanical & Fabrication, Instrumentation & Controls, Analytical Equipment, Facility Management and Health & Safety. Each area has an important role to play in the everyday operations at CE-O. Fulfilling these roles requires the movement of personnel, materials, equipment and tools from location to location within the Bell's Corners complex. EngServ has an immediate requirement for all season Utility Vehicles to be able to provide the support and services required within BCC facilities. The utility vehicle requirements are as follows;

Configuration A - Requirements:

1. Must be a worksite/all-terrain utility vehicle
2. Must have an all-weather airtight, soundproof factory installed unibody cab that meets OSHA 1928.53 ROPS standards.
3. Cab must be equipped with factory heater, air conditioner, defroster
4. Must have a liquid-cooled diesel engine with a minimum 24hp
5. Must have an engine block heater
6. Must have selectable 2WD and 4WD
7. Must have differential lock for rear axle
8. Must have a variable hydraulic transmission with oil cooler
9. Must be drive shaft driven (no belts or chains)
10. Must have a minimum of two forward ranges (high and low)
11. Must have reverse
12. Must have sealed brake system (wet-disc)
13. Must have padded seats for two occupants
14. Must have seat belts
15. Must have head lights
16. Must have brakes lights
17. Must have signal lights
18. Must have hazard lights
19. Must have rear view mirror
20. Must have side view mirrors
21. Must have back-up alarm
22. Must have an amber strobe light
23. Must have front wiper blade with washer
24. Must have a horn
25. Must have parking brake
26. Must have side door windows that fully open
27. Must have hydrostatic power steering with tilt
28. Vehicle maximum width/height/length 68"/84"/123"
29. Must have a minimum 15 cu ft. steel cargo bed with spray on liner and hydraulic dump.
30. Must have a minimum cargo bed capacity of 1000 lbs.
31. Must have a minimum payload capacity of 1600 lbs.
32. Must have an installed hitch. Vehicle and hitch must have a minimum towing capacity of 1200 lbs.
33. Must have a custom fitted aluminum cabinet with rear door above cargo bed gate and over cab ladder rack mounted in the steel cargo bed capable of tool storage. Cabinet dimensions for width and length must match that of the vehicle cargo bed size for proper fitment. Cabinet height when installed in cargo bed must not exceed the height of the vehicle cab. Ladder rack must be attached to the top of and match width of cabinet. Ladder rack length must extend to the front of the vehicle cab
34. The vehicle must 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 one (1) year.
35. The Contractor must provide at least a 1-day (8 hour) on-site familiarization Instruction/training, for a maximum of 10 personnel, at a mutually agreed date between the Natural Resources Canada Technical Authority and the Contractor.

Configuration B - Requirements:

1. Must be a worksite/all-terrain utility vehicle
2. Must have an all-weather airtight, soundproof factory installed unibody cab that meets OSHA 1928.53 ROPS standards.
3. Cab must be equipped with factory heater, air conditioner, defroster
4. Must have a liquid-cooled diesel engine with a minimum 24hp
5. Must have an engine block heater
6. Must have selectable 2WD and 4WD
7. Must have differential lock for rear axle
8. Must have a variable hydraulic transmission with oil cooler
9. Must be drive shaft driven (no belts or chains)
10. Must have a minimum of two forward ranges (high and low)
11. Must have reverse
12. Must have sealed brake system (wet-disc)
13. Must have padded seats for two occupants
14. Must have seat belts
15. Must have head lights
16. Must have brakes lights
17. Must have signal lights
18. Must have hazard lights
19. Must have rear view mirror
20. Must have side view mirrors
21. Must have back-up alarm
22. Must have an amber strobe light
23. Must have front wiper blade with washer
24. Must have a horn
25. Must have parking brake
26. Must have side door windows that fully open
27. Must have hydrostatic power steering with tilt
28. Must have a rear window protective screen
29. Vehicle maximum width/height/length 68"/84"/123"
30. Must have a minimum 15 cu ft. steel cargo bed with spray on liner and hydraulic dump.
31. Must have a minimum cargo bed capacity of 1000 lbs.
32. Must have a minimum payload capacity of 1600 lbs.
33. This vehicle will be required to transport material and supplies and must come with a utility trailer with full ramp for easy loading. Minimum trailer dimensions for bed (inside dimensions) 50" wide x 72" long. External trailer dimensions including tongue, maximum 68" wide x 132" long, minimum payload capacity requirement is 1600 lbs. and single axle is preferred.
34. Vehicle must have an installed hitch. Vehicle and hitch must have a minimum towing capacity of 1200 lbs. Must come equipped with compatible connections between vehicle and trailer (draw bar, ball, coupler and wiring).
35. The vehicle must 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 one (1) year.
36. The Contractor must provide at least a 1-day (8 hour) on-site familiarization Instruction/training, for a maximum of 10 personnel, at a mutually agreed date between the Natural Resources Canada Technical Authority and the Contractor.

Technical Information Questionnaire for Utility Vehicles

TECHNICAL INFORMATION QUESTIONNAIRE  
Configuration A

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

Where the specification paragraphs below indicate "Proof of Compliance", the "Proof of Compliance" **must** be provided for each performance requirement/specification.

Bidders should indicate the requested information and indicate the document name/title and page number where the Proof of Compliance can be found.

The definition for **Proof of Compliance** is found in the DEFINITION section at the end of this document.

CONTRACTOR INFORMATION

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

Proposal Date: \_\_\_\_\_

Proposed Make: \_\_\_\_\_ Model: \_\_\_\_\_

1. **Proof of Compliance - Must have an all-weather airtight, soundproof factory installed unibody cab that meets OSHA 1928.53 ROPS standard**

Information can be found in:  
Document(s): \_\_\_\_\_ Page(s): \_\_\_\_\_

2. **Proof of Compliance - Must have a factory installed heater, air conditioner, defroster**

Information can be found in:  
Document(s): \_\_\_\_\_ Page(s): \_\_\_\_\_

3. **Proof of Compliance - Must have a liquid cooled diesel engine with a minimum 24hp**

Information can be found in:  
Document(s): \_\_\_\_\_ Page(s): \_\_\_\_\_

4. **Proof of Compliance - Must have a sealed brake system (wet-disc)**

Information can be found in:  
Document(s): \_\_\_\_\_ Page(s): \_\_\_\_\_

5. **Proof of Compliance - Vehicle maximum width/height/length 68"/84"/123"**

Information can be found in:  
Document(s): \_\_\_\_\_ Page(s): \_\_\_\_\_

Technical Information Questionnaire for Utility Vehicles

TECHNICAL INFORMATION QUESTIONNAIRE  
Configuration B

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

Where the specification paragraphs below indicate "Proof of Compliance", the "Proof of Compliance" **must** be provided for each performance requirement/specification.

Bidders should indicate the requested information and indicate the document name/title and page number where the Proof of Compliance can be found.

The definition for **Proof of Compliance** is found in the DEFINITION section at the end of this document.

CONTRACTOR INFORMATION

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

Proposal Date: \_\_\_\_\_

Proposed Make: \_\_\_\_\_ Model: \_\_\_\_\_

1. **Proof of Compliance - Must have an all-weather airtight, soundproof factory installed unibody cab that meets OSHA 1928.53 ROPS standard**

Information can be found in:  
Document(s): \_\_\_\_\_ Page(s): \_\_\_\_\_

2. **Proof of Compliance - Must have a factory installed heater, air conditioner, defroster**

Information can be found in:  
Document(s): \_\_\_\_\_ Page(s): \_\_\_\_\_

3. **Proof of Compliance - Must have a liquid cooled diesel engine with a minimum 24hp**

Information can be found in:  
Document(s): \_\_\_\_\_ Page(s): \_\_\_\_\_

4. **Proof of Compliance - Must have a sealed brake system (wet-disc)**

Information can be found in:  
Document(s): \_\_\_\_\_ Page(s): \_\_\_\_\_

5. **Proof of Compliance - Vehicle maximum width/height/length 68"/84"/123"**

Information can be found in:  
Document(s): \_\_\_\_\_ Page(s): \_\_\_\_\_

## DEFINITION

The following definition applies to the interpretation of this Technical Information Questionnaire:

- (a) "Proof of Compliance" is defined as an unaltered 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 **must** 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 **must** be provided. The certificate **must** 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.