

**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

Title - Sujet LIGHT MULTI-PURPOSE UTILITY VEHICLE	
Solicitation No. - N° de l'invitation W8476-165416/A	Date 2015-10-01
Client Reference No. - N° de référence du client W8476-165416	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-597-68085	
File No. - N° de dossier hs597.W8476-165416	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-11-12	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: <div>Specified Herein Précisé dans les présentes</div>	

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

1.1 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;
- 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.

1.2 Summary

The Department of National Defence has a requirement to purchase twenty-eight (28) Light Multi-Purpose Utility Vehicles, 4 x 4, Gasoline Engine and ancillary items, in accordance with the Purchase Description for Light Multipurpose Utility Vehicle 4x4 Gasoline Engine, ECC140297, NSN 2320-21-920-6831, dated September 24, 2015, and as described at Annex A - Pricing.

1.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Columbia Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Panama Free Trade Agreement (CPAFTA) and the Agreement on Internal Trade (AIT).

1.4 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 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 (2015-07-03) 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

2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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

3.1 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)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

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

3.1.1 Substitutes and Alternatives

Bidders may propose substitutes and alternatives where "shall^(E)" is indicated in the technical requirement description (Purchase Description/Statement of Requirement/Statement of Work).

-
1. Substitutes and alternatives that are equivalent in form, fit, function, quality 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 quality 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 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. Bidders are encouraged to offer or suggest green products whenever possible.


Section II: Financial Bid


Bidders must submit their financial 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.

3.1.2 SACC Manual Clauses

3.1.2.1 Exchange Rate Fluctuation Risk Mitigation

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.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.1.3 Best Delivery Date – Bid

3.1.3.1 Firm Quantity

While delivery of the equipment/vehicle is requested by March 31, 2016, the best delivery that could be offered is as follows:

Item 001 – CFB Kingston, ON

Three (3) Light Multi-Purpose Utility Vehicle, 4x4, Gasoline Engine and ancillary items will be delivered within ____ weeks/calendar days from the effective date of the contract.

CFB Shilo, MB

Four (4) Light Multi-Purpose Utility Vehicle, 4x4, Gasoline Engine and ancillary items will be delivered within ____ weeks/calendar days from the effective date of the contract.

Garnison St-Jean, QC

Four (4) Light Multi-Purpose Utility Vehicle, 4x4, Gasoline Engine and ancillary items will be delivered within ____ weeks/calendar days from the effective date of the contract.

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CFB Wainwright, AB

Ten (10) Light Multi-Purpose Utility Vehicle, 4x4, Gasoline Engine and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

CFB Edmonton, AB

Four (4) Light Multi-Purpose Utility Vehicle, 4x4, Gasoline Engine and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

CFB Gander, NL

Three (3) Light Multi-Purpose Utility Vehicle, 4x4, Gasoline Engine and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

3.1.4 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: _____

3.1.5 After Sales Service – CFB Kingston, ON

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 No.: _____

3.1.5.1 After Sales Service – CFB Shilo, MB

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 No.: _____

3.1.5.1.1 After Sales Service – Garrison St-Jean, QC

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 No.: _____

3.1.5.1.1.1 After Sales Service – CFB Wainwright, AB

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 No.: _____

3.1.5.1.1.1.1 After Sales Service – CFB Edmonton, AB

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: _____

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3.1.5.1.1.1.1 After Sales Service – CFB Gander, NL

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 No.: _____

3.1.6 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 2,000 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.

3.1.7 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 2,000 hours of usage, whichever comes first".

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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Mandatory Technical Evaluation Criteria

4.1.1.1 Mandatory Proof of Compliance

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

4.1.1.2 Substitutes and/or Alternatives

Bidders proposing substitutes and/or alternatives must provide with their bid, all the information as detailed in Part 3, Section 1, - Substitutes and Alternatives to be considered for evaluation.

4.1.2 Mandatory Financial Evaluation Criteria

4.1.2.1 Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex A - Pricing for item 001.

4.1.2.2 The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for item 001 the firm quantity, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

4.2 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 AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional 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 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 will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Declaration of Convicted Offences

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – List of Names

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

5.2.2 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) available from [Employment and Social Development Canada \(ESDC\) - Labour's](#) website.

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

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 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

6.1 Security Requirement

There is no security requirement associated with this bid solicitation.

6.2 Financial Capability

SACC Reference	Title	Date
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.

7.1 Requirement - Contract

The Contractor must deliver twenty-eight (28) Light Multi-Purpose Utility Vehicle 4x4 Gasoline Engine, ECC140297, NSN 2320-21-920-6831 and ancillary items, in accordance with the Purchase Description for Light Multipurpose Utility Vehicle 4x4 Gasoline Engine, ECC 140297, NSN 2320-21-920-6831, dated September 24, 2015 and at Annex A - Pricing.

7.1.1 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.

7.2 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.

7.2.1 General Conditions

2010A (2015-09-03), General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

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

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

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

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such

cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

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

All other provisions of the warranty section remain in effect.

7.3 Term of Contract

7.3.1 Delivery Date

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

Firm Quantity

Item 001 – CFB Kingston, ON

Three (3) Light Multi-Purpose Utility Vehicle, 4x4 Gasoline Engine and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days from the effective date of the contract.

CFB Shilo, MB

Four (4) Light Multi-Purpose Utility Vehicle, 4x4 Gasoline Engine and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days from the effective date of the contract.

Garnison St-Jean, QC

Four (4) Light Multi-Purpose Utility Vehicle, 4x4 Gasoline Engine and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days from the effective date of the contract.

CFB Wainwright, AB

Ten (10) Light Multi-Purpose Utility Vehicle, 4x4 Gasoline Engine and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days from the effective date of the contract.

CFB Edmonton, AB

Four (4) Light Multi-Purpose Utility Vehicle, 4x4 Gasoline Engine and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days from the effective date of the contract.

CFB Gander NL

Three (3) Light Multi-Purpose Utility Vehicle, 4x4 Gasoline Engine and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days from the effective date of the contract.

7.4 Authorities

7.4.1 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@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.

7.4.2 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.

7.4.3 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.

7.4.4 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:

7.4.5 After Sales Service - CFB Kingston, ON

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:

7.4.5.1 After Sales Service - CFB Shilo, MB

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

Solicitation No. - N° de l'invitation
W8476-165416/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
hs597

Client Ref. No. - N° de réf. du client
W8476-165416

File No. - N° du dossier
hs597W8476-165416

CCC No./N° CCC - FMS No./N° VME

Name:
Address:
Telephone Number:

7.4.5.1.1 After Sales Service - Garrison St-Jean, QC

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:

7.4.5.1.1.1 After Sales Service - CFB Wainwright, AB

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:

7.4.5.1.1.1.1 After Sales Service - CFB Edmonton, AB

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:

7.4.5.1.1.1.1.1 After Sales Service - CFB Gander, NL

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:

7.5 Payment

7.5.1 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:

7.5.1.1 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).

7.5.2 SACC Manual Clauses

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

7.5.3 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:

$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

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.

7.6 Invoicing

7.6.1 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.

7.6.2 Holdback

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

7.7 Certifications

7.7.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional 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 additional 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.

7.8 Applicable Laws - Contract

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

7.9 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 (2015-09-03) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Pricing;

(d) Purchase Description for Light Multipurpose Utility Vehicle 4X4 Gasoline Engine, ECC140297, NSN 2320-21-920-6831, dated September 24, 2015;

(e) The Contractor's bid dated (to be inserted by PWGSC) _____, as amended (to be inserted by PWGSC) _____.

7.10 SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Vehicle Safety	2011-05-16
A9062C	Canadian Forces Site Regulations	2011-05-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2011-11-27
D5545C	ISO 9001:2008 Quality Management Systems - Requirements (QAC C)	2010-08-16
G1005C	Insurance	2008-05-12

7.11 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 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.

7.12 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.
3. The Fuel tanks shall be at least half full prior to release of vehicle(s) to DND personnel.

7.13 Shipping Instructions - Delivery at Destination

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

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

7.14 Delivery and Unloading

Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.

7.15 Post-Contract Award Meeting

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

7.16 Progress Reports

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

The Contractor must answer the following questions:

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

Each negative response must be supported with an explanation.

7.17 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.

7.18 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.

7.19 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.

7.20 Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired.

Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority, 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 – Light Multi-Purpose Utility Vehicle, 4x4 Gasoline Engine (Firm Quantity)

The Contractor must deliver twenty-eight (28) Light Multi-Purpose Utility Vehicle, 4x4 Gasoline Engine and ancillary items such as but not limited to vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letter(s) and Initial Parts Kits, in accordance with the attached Purchase Description for Light Multipurpose Utility Vehicle, 4x4 Gasoline Engine, ECC140297, NSN 2320-21-920-6831, dated September 24, 2015.

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

Destination A

Three (3) Light Multi-Purpose Utility Vehicle and ancillary items must be delivered to:

CFB Kingston
Major Equipment Section
5 Somme Avenue, Bldg C36
Kingston, Ontario
K7K 5L0
Canada

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.

Destination B

Four (4) Light Multi-Purpose Utility Vehicle and ancillary items must be delivered to:

CFB Shilo
Major Equipment Section
Base Supply C-101
Shilo, Manitoba
R0K 2A0
Canada

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.

Solicitation No. - N° de l'invitation
W8476-165416/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
hs597

Client Ref. No. - N° de réf. du client
W8476-165416

File No. - N° du dossier
hs597W8476-165416

CCC No./N° CCC - FMS No./N° VME

Destination C

Four (4) Light Multi-Purpose Utility Vehicle and ancillary items must be delivered to:

Garrison St-Jean
5 GSS SVC SN MAT/Transport
Maintenance
Bldg H101
CP 100 SUCC Bureau-Chef
Richelain, Qc
JOJ 1R0
Canada

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.

Destination D

Ten (10) Light Multi-Purpose Utility Vehicle and ancillary items must be delivered to:

CFB Wainwright Base Supply
Major Equipment Section
Bldg 593
Denwood, Alberta
TOB 1B0
Canada

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.

Destination E

Four (4) Light Multi-Purpose Utility Vehicle and ancillary items must be delivered to:

CFB Edmonton, Alberta
Major Equipment Section
Replenishment Company (CMTT)
107 Street & 137 Avenue Bldg C8
Edmonton, Alberta
T5J 4J5
Canada

Solicitation No. - N° de l'invitation
W8476-165416/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
hs597

Client Ref. No. - N° de réf. du client
W8476-165416

File No. - N° du dossier
hs597W8476-165416

CCC No./N° CCC - FMS No./N° VME

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.

Destination F

Three (3) Light Multi-Purpose Utility Vehicle and ancillary items must be delivered to:

9 Wing CFB Gander
Building 10
Washington, Ave
Gander, NL
A1V 1X1
Canada

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.

Item 002 – Extended Warranty Period

If the warranty period is extended for an additional period of _____ months/calendar days, the Contractor will be paid a firm unit price of \$_____ per vehicle/equipment, Goods and Services Tax or the Harmonized Sales Tax extra.

(Item 002 will not be included in the financial evaluation)



NOTICE

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

AVIS

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

PURCHASE DESCRIPTION

For

LIGHT MULTIPURPOSE

UTILITY VEHICLE

4X4

GASOLINE ENGINE

ECC140297

NSN 2320-21-920-6831

September 24, 2015

OPI DSVPM 3 – DAVPS 3

Issued on Authority of the Chief of the Defence Staff

Publiée avec l'autorisation du chef d'état-major de la Défense

Canada

2015 DND/MND Canada

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1 INSTRUCTIONS

1.1 Scope – This document covers the purchase of a 4X4, Light, Multipurpose Utility Vehicle, side by side, gasoline engine as described

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, which are identified by the word “**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**”, 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; 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; and,
- (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.

2 APPLICABLE DOCUMENTS

2.1 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:

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

3 REQUIREMENTS

3.1 Design – The vehicle/equipment *shall*:

- a. Be in production or a pre-production model that has gone through testing for performance, reliability and maintainability;
- 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 to be capable of being operated while towing a minimum load of 550 kg on a flat snow covered surface at 0° incline;
- b. **Weather** – The vehicle/equipment to be capable of operating under the extremes of weather found in Canada in temperatures ranging from -30°C to 37°C (-22°F to 99 °F).
- c. **Terrain** – The vehicle/equipment to 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 *shall* comply with applicable Canadian Federal safety regulations.

3.4 Human Factors Engineering and Safety – The following applies:

- a. All systems and controls *shall* be safe and easy to use by a full range of operators (5th percentile female to 95th percentile male), in general accordance with SAE J833 (ISO 3411) and SAE J898 (ISO 66832);
- b. Safety devices such as warning plates, instruction plates, non-slip surfaces, grab handles and heat shields *shall* be provided, where required, to ensure safe operation.

3.5 Vehicle Delivery Condition –The vehicles *shall* be fully assembly for delivery at destination. For shipment verification, all items such as 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. Max overall length of 3053 mm (120.2 in);
- b. Max overall width of 1651 mm (65 in);
- c. Minimum overall height of 1905 mm (75 in); and

- d. A minimum ground clearance 150 mm (5.905 in).

4 CHASSIS AND POWER TRAIN SYSTEMS

4.1 Engine Systems – The following *shall* be provided:

- a. The engine displacement is at least 800 cc;
- b. Liquid cooled engine;
- c. A minimum two (2) cylinder engine;
- d. A four (4) stroke engine;
- e. Exhaust pipe and muffler meets the safety regulation; and
- f. Engine fuel type is unleaded gasoline.

4.2 Fuel Tank – The following *shall* be provided:

- a. The main fuel tank has a minimum capacity of 37.8 litres (10 gal);
- b. The main fuel tank to indicate the use of gasoline fuel only on the fuel tank caps in English and French and/or stamped close to the fuel cap; and
- c. Fuel tank level indicator to be provided.

4.3 Transmission – the following *shall* be provided:

- a. A minimum of one forward and one reverse gear;
- b. The vehicle has four (4) wheels with an option of four (4) wheels drives and two (2) wheel drive; and
- c. The vehicle to be limited to a maximum speed of 55km/h (34.17mph).

4.4 Brakes – The following *shall* be provided:

- a. Front and rear hydraulic disc brake; and
- b. A parking brake.

5 BODY SYSTEMS

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

- a. An heavy duty cargo box with a minimum carrying capacity of 400 kg (881.85 lbs);
- b. A minimum cargo box's area length x width of length of 12,527 cm² (1,941.69 in²);
- c. A minimum cargo box's depth of 279 mm (11 in);

- d. A front brush guard and a front body protection (bumper);
- e. A Roll Over Protection structure;
- f. A retractable windshield and electrical windshield wiper;
- g. A hard top cab; and
- h. Front and rear independent suspension.

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

- a. A side by side bucket seat with a total capacity of two (2) occupants;
- b. Seat belts for all occupants;
- c. Hip restraint bar/handholds for the occupant; and
- d. Mirrors on each side

5.3 Controls and Instruments – The following *shall* be provided:

- a. Electrical starter;
- b. Speedometer;
- c. Fuel gauge;
- d. Hour meter; and
- e. Gear indicator.

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

- a. Heavy-duty maintenance free battery;
- b. A 12V outlet in the driver compartment; and
- c. Headlamps, brake/tail lights.

7 MISCELLANEOUS

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

- a. A 5.08 cm (2inch) rear receiver hitch;
- b. A minimum of 1134 kg (2500 lbs) capacity front mounted winch; and
- c. A fitted cover to completely cover the vehicle.

7.2 Color – The color of external surfaces is as per Manufacturer’s standard color.

7.3 Tools – The following *shall* be provided:

- a. A basic tool kit with each vehicle;
- b. The tools stored in a container or bag and includes, as a minimum, tools specific to the vehicle for operator 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);
- NATO Stock Number (NSN);
- Equipment Configuration Code

8 INTEGRATED LOGISTIC SUPPORT – The contractor *shall* 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 commercial style 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 each English and 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); and
- Safety warnings.

ii. **Parts Manuals** – The Parts Manuals *shall* be in English (French translation is desirable). The Parts Manuals *shall* include:

- The manual(s) provide can be paper, DVD-ROM, or web based;
- 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 and French. The Maintenance (Shop Repair) Manuals *shall* include:
- The manual(s) provide can be paper or DVD-ROM;
 - 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 or DVD-ROM** – A copy of the manuals on CD or DVD-ROM *shall* be provided. For usability, CD or DVD-ROM *shall not* require password and/or Internet connection to be accessed.

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 (French and English) with each vehicle shipped in the approved format. 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. **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.

- b. **Vehicle Manuals.** The following manuals *shall* be provided to the TA for approval:
- i. An electronic copy or a web link of all the manuals shall be sent to the technical authority. This *shall* include all the manuals provided in clauses 8.1.a i, ii, and iii;
 - ii. The Contractor *shall* send a copy of the Warranty Letter, in electronic format, to the Technical Authority for each vehicle, at shipment;
- c. **Brochures** – Up-to-date brochures and other applicable information for each make/model/configuration *shall* be supplied to the Technical Authority.

Technical Information Questionnaire for Light Multipurpose Utility Vehicle, 4X4 gasoline Engine, ECC 140297.



NOTICE

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

AVIS

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

BID SOLICITATION NUMBER

Completed By:

Company Name:

Manufacturer's Name:

Name of Representative: _____ **Designation:**

Signature: _____.

Date: _____.

Introduction

This questionnaire covers technical information, which **shall** 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” **shall** 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.

Definitions for **Equivalent** and **Proof of Compliance** are found in the DEFINITIONS section at the end of this document.

Substitutes/Alternatives

Are any substitutes/alternatives offered as equivalent?

YES ☐ NO ☐

Si oui Document: _____ **Page:**

PURCHASE DESCRIPTION PARAGRAPHS

3.1 Design

- a. Make _____ - Model _____

Length of time this model has been in production or in performance, maintenance, and reliability trials.

____ Years

3.2 Operation Condition – Proof of Compliance shall be provided

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

- a. The vehicle / equipment to be capable of being operated while towing a minimum load of 550 kg on a flat snow covered surface at 0° incline.

Document: _____ Page:

4.1 Engine Systems - Proof of Compliance shall be provided

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

- a. The engine displacement is at least 800 cc;

Document: _____ Page:

- b. Liquid cooled engine.

Document: _____ Page:

- c. A minimum two (2) cylinder engine.
Document:_____ Page:
- d. A four (4) stroke engine;
Document:_____ Page:
- f. Engine fuel type is unleaded gasoline.
Document:_____ Page:

4.2 Fuel Tank - Proof of Compliance shall be provided

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

- a. The main fuel tank has a minimum capacity of 37.8 litres (10 gal).
Document:_____ Page:

4.3 Transmission - Proof of Compliance shall be provided

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

- a. A minimum of one forward and one reverse gear.
Document:_____ Page:
- b. The vehicle has four (4) wheels with an option of four (4) wheels drives and two (2) wheel drives.
Document:_____ Page:

4.4 Brakes - Proof of Compliance shall be provided

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

- a. Front and rear hydraulic disc brake.
Document:_____ Page:
- b. A parking brake.
Document:_____ Page:

5.1 Body Features - Proof of Compliance shall be provided

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

- a. A heavy duty cargo box with a minimum carrying capacity of 400 kg (881.85 lbs).
Document:_____ Page:

- b. A minimum cargo box's area length x width of length of 12,527 cm² (1,941.69 in²);
Document:_____ Page:
- c. A minimum cargo box's depth of 279mm (11 in);
Document:_____ Page:
- d. A front brush guard and a front body protection (bumper);
Document:_____ Page:
- e. A Roll Over Protection structure;
Document:_____ Page:
- f. A windshield and electrical windshield wiper;
Document:_____ Page:
- g. A hard top cab,
Document:_____ Page:
- h. Front and rear independent suspension.
Document:_____ Page:

5.2 Seating and Driver/Passenger compartment - Proof of Compliance shall be provided

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

- a. A side by side bucket seat with a total capacity of two (2) occupants;
Document:_____ Page:

DEFINITIONS: The following definitions apply to the interpretation of this Technical Information Questionnaire:

- a) “Equivalent” - A standard, means, or component type, which has been accepted by the Technical Authority as meeting the specified requirements for form, fit, function and performance.
- b) “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 **shall** provide detailed information on each performance requirement and/or specification. Where a document submitted as Proof of Compliance does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications **shall** be provided. The certificate **shall** detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.