



**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 VEHICLES UTV & TRAILERS	
<b>Solicitation No. - N° de l'invitation</b> W8476-165467/A	<b>Date</b> 2016-04-18
<b>Client Reference No. - N° de référence du client</b> W8476-165467	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-912-70805	
<b>File No. - N° de dossier</b> hp912.W8476-165467	<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 2016-05-30</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Daylight Saving Time EDT
<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> Pearson, Neil	<b>Buyer Id - Id de l'acheteur</b> hp912
<b>Telephone No. - N° de téléphone</b> (873) 469-3312 ( )	<b>FAX No. - N° de FAX</b> (819) 953-2953
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**Issuing Office - Bureau de distribution**  
Vehicles & Industrial Products Division  
11 Laurier St./11, rue Laurier  
7A2, 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/</b> <b>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**

### **1.1 Requirement**

Canada is seeking proposals to procure:

1.1.1 Quantity thirty-six (36) Utility Vehicles (UTV) and twelve (12) Tactical trailers and ancillary items as described in Annex "A" - Pricing and in accordance with Annex "B" - Purchase Description Utility Vehicles (UTV).

1.1.2 Irrevocable options identified in Annex "A" - Pricing.

1.1.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

1.1.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A" - Pricing.

1.1.2.3 The options may be exercised within twelve (12) months after contract award.

### **1.2. Debriefings**

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

### **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), and the Agreement on Internal Trade (AIT).

## **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 *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** sixty (60) days

**Insert:** ninety (90) days

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

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

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) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (2 hard copies);

Section II: Financial Bid ( 1 hard copy);

Section III: Certifications (2 hard copies);

Section IV: Additional Information (2 hard copies)

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 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 complete and submit with their bid the following;

- Appendix "1" - Technical Information Questionnaire - Utility Vehicles (UTV).

### 3.2 Substitute and Alternatives

Bidders may propose substitutes and alternatives where "**shall<sup>(E)</sup>**" is indicated in the technical requirement description (Purchase Description/Statement of Requirement/Statement of Work). Suppliers are encouraged to offer or suggest green solutions whenever possible.

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

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

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

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

## Section II: Financial Bid

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 6 and Annex A - Pricing.

### 3.3 SACC Manual Clauses

#### 3.3.1 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.

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5 - Certifications.

### **Section IV Additional Information**

Canada requests that bidders submit the following information:

#### **3.4 Delivery**

##### **3.4.1 Firm Quantity**

While delivery of the vehicles is requested by 29 July 2016, the best delivery that can be offered is as follows:

Item 001 – Quantity twelve (12), Utility Vehicles (UTV) and ancillary items will be delivered within \_\_\_\_\_ calendar days from the effective date of the contract.

Item 002 – Quantity twelve (12), Utility Vehicles (UTV) and ancillary items will be delivered within \_\_\_\_\_ calendar days from the effective date of the contract.

Item 003 – Quantity twelve (12), Utility Vehicles (UTV) and ancillary items will be delivered within \_\_\_\_\_ calendar days from the effective date of the contract.

Item 004 – Quantity four (4), Tactical Trailers and ancillary items will be delivered within \_\_\_\_\_ calendar days from the effective date of the contract.

Item 005 – Quantity four (4), Tactical Trailers and ancillary items will be delivered within \_\_\_\_\_ calendar days from the effective date of the contract.

Item 006 – Quantity four (4), Tactical Trailers and ancillary items will be delivered within \_\_\_\_\_ calendar days from the effective date of the contract.

##### **3.4.2 Optional Quantity**

If an option is exercised, the best delivery that can be offered is as follows:

Item 007 – Quantity eighteen (18), Utility Vehicles (UTV) and ancillary items will be delivered within \_\_\_\_\_ calendar days after an option is exercised.

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Item 008 – Quantity six (6), Tactical Trailers and ancillary items will be delivered within \_\_\_\_\_ calendar days after an option is exercised.

## **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 Annex B -Purchase Description and the Appendix 1 - Technical Information Questionnaire.

##### **4.1.1.2 Substitutes and/or Alternatives**

Bidders proposing substitutes and/or alternatives must submit, with their bid all the information requested as detailed in Part 3, section 2 - 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, the financial information requested in the bid solicitation and at Annex A - Pricing for items 001 through 008.

**4.1.2.2** The prices of the bid Bids must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for the firm quantity for items 001 through 006 and optional quantity items 007 and 008. Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

##### **4.1.2.3 Aggregate Evaluated Price**

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

**4.1.2.4** To determine the total price for the firm quantity, calculation will be as follows:

- a) The firm unit price for the firm quantity will be multiplied by their identified estimated quantities.

**4.1.2.5** Since the optional quantities are to be exercised by provinces, the firm unit price for the optional quantity will be averaged.

To determine the average price for the optional quantities, calculation will be as follows:

- a) The firm unit price for the optional quantity for each province identified will be added; and
- b) The sum will be divided by five (5).

**4.1.2.6** To determine the aggregate evaluated price for the firm quantity and optional quantity, calculation will be as follows:

- a) The average price for the optional quantity obtained in 4.1.2.5 (b) above will be multiplied by the total estimated optional quantity identified; and
- b) The result will be added to the total price for the firm quantity obtained in 4.1.2.4 (a) above

## **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 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, 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**

*In accordance with the Ineligibility and Suspension Policy, the Bidder must provide the required documentation, as applicable. Consult sections 4.21, 5.16 and 8.70.2 of the Supply Manual for additional information.*

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## 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\\_eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_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.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex C Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture

## 5.2.3 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.

### 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

### 5.2.3.2 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

**Or**

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

<b>Green Practices within the Bidders' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	

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CCC No./N° CCC - FMS No/ N° VME

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Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

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Bidders' Authorized Representative Signature

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Date

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **6.1. Requirement**

6.1.1 The Contractor must deliver quantity thirty-six (36) Utility Vehicles (UTV) and twelve (12) Tactical trailers and ancillary items as described in Annex “A” - Pricing and in accordance with Annex “B” - Purchase Description Utility Vehicles (UTV).

6.1.2 The Contractor grants to Canada irrevocable options identified in Annex “A” - Pricing.

6.1.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

6.1.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex “A” - Pricing.

6.1.2.3 The options may be exercised within Twelve (12) months after contract award.

### **6.2. 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 *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.

## 6.2.1 General Conditions

2010A (2016-04-04) General Conditions - Goods (Medium Complexity), apply to and form part of the contract.

## 6.3. Term of Contract

### 6.3.1 Delivery of Vehicle

#### 6.3.1.1 Firm Quantity

Delivery date of the vehicle must be made as follows:

Item 001 – quantity twelve (12) Utility Vehicles (UTV) and ancillary items must be delivered on or before \_\_\_\_\_ (Date to be inserted by PWGSC the Contracting Authority at time of contract award.)

Item 002 – quantity twelve (12) Utility Vehicles (UTV) and ancillary items must be delivered on or before \_\_\_\_\_ (Date to be inserted by PWGSC the Contracting Authority at time of contract award.)

Item 003 – quantity twelve (12) Utility Vehicles (UTV) and ancillary items must be delivered on or before \_\_\_\_\_ (Date to be inserted by PWGSC the Contracting Authority at time of contract award.)

Item 004 – quantity four (4) Tactical Trailers and ancillary items must be delivered on or before \_\_\_\_\_ (Date to be inserted by PWGSC the Contracting Authority at time of contract award.)

Item 005 – quantity four (4) Tactical Trailers and ancillary items must be delivered on or before \_\_\_\_\_ (Date to be inserted by PWGSC the Contracting Authority at time of contract award.)

Item 006 – quantity four (4) Tactical Trailers and ancillary items must be delivered on or before \_\_\_\_\_ (Date to be inserted by PWGSC the Contracting Authority at time of contract award.)

#### 6.3.1.2 Option Quantity

Item 007 – quantity eighteen (18) Utility Vehicles (UTV) and ancillary items must be delivered within \_\_\_\_\_ calendar days after an option is exercised. (Days to be inserted by PWGSC the Contracting Authority at time of contract award.)

Item 008 – quantity six (6) Tactical Trailers and ancillary items must be delivered within \_\_\_\_\_ calendar days after an option is exercised. (Days to be inserted by PWGSC the Contracting Authority at time of contract award.)

## 6.4. Authorities

### 6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Neil Pearson  
Title: Supply Specialist  
Organization: Public Works and Government Services Canada - Acquisitions Branch  
LEFT Directorate, HP Division,  
7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec,  
K1A 0S5  
Telephone: 819 873-3312  
Facsimile: 819 953-2953  
E-mail: neil.pearson@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.

### 6.4.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_  
E-mail: \_\_\_\_\_

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.

#### 6.4.3 Technical Authority:

The Technical Authority for the Contract is:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

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

The Technical Authority named above 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.

#### 6.4.4 Contractor's Representative

Name and telephone number of the person responsible for :

##### General enquiries

Name: \_\_\_\_\_ (To be completed by the bidder.)

Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

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

##### Delivery follow-up

Name: \_\_\_\_\_ (To be completed by the bidder.)

Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

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

### 6.4.5 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:

#### Item 001 & 004

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

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

\_\_\_\_\_

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

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

#### Item 002 & 005

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

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

\_\_\_\_\_

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

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

#### Item 003 & 006

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

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

\_\_\_\_\_

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

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

### 6.5. Payment

#### 6.5.1 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:

#### **6.5.1.1 Basis of Payment (BOP) Type 1**

Firm unit 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).

#### **6.5.2 SACC Manual Clauses**

C6000C	Limitation of price	2011-05-06
H1001C	Multiple Payments	2008-05-12

#### **6.5.3 Exchange Rate Fluctuation Adjustment (if applicable)**

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 x Qty x (  $i_1 - i_0$  ) /  $i_0$   
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.

## 6.6 Invoicing Instructions

6.6.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions including the Client Ref #702. Invoices cannot be submitted until all work identified in the invoice is completed. Suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

**6.6.2** Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment:

National Defence Headquarters  
Mgen George R. Pearkes Bldg  
101 Colonel By Drive  
Ottawa, Canada  
K1A 0K2

Attention: DLP \_\_\_\_\_

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

### **6.6.3 Holdback**

A ten percent (10%) holdback will apply on the total price of each vehicle items 001 through 008. on any due payment of the said vehicle/equipment. Release of the holdback (10%) is conditional upon receipt and certified acceptance by inspection authority of the said vehicle and all ancillary items as identified in Annex "A" - Pricing.

Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Taxes payable as it was claimed and payable under the previous invoice.

- (a) The original and one (1) copy of the invoice for the holdback must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Contract.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.7. Certifications**

### **6.7.1 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.

### **6.7.2 Federal Contractors Program for Employment Equity - Default by the Contractor**

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and ESDC-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited

Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

## 6.8 Applicable Laws

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

## 6.9 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) 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Pricing;
- (d) Annex "B" - Purchase Description - Utility Vehicles (UTV)
- (e) Appendix 1- Technical Information Questionnaire - Utility Vehicles (UTV)
- (f) Annex "C", Federal Contractors Program for Employment Equity - Certification
- (g) the Contractor's bid dated \_\_\_\_\_

## 6.10 SACC Manual Clauses

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-based Contractors	2014-11-27
D3010C	Delivery of Dangerous Goods / Hazardous Products	2016-01-28
D5545C	ISO 9001:2000 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2016-01-28

## 6.11 Inspection and Acceptance

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

## **6.12 Preparation for Delivery**

The vehicle / equipment must 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 inspection authority or consignee personnel at the final delivery location.

The fuel tanks must be at least half full prior to release of the vehicle(s) to inspection authority or consignee.

## **6.13 Shipping Instructions - Delivery at Destination**

- 6.13.1 The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (as detailed at Annex "A"- Pricing). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.
- 6.13.2 The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the contacts specified in Annex "A"- Pricing. The consignee may refuse shipments when prior arrangements have not been made.

## **6.14 Post-Contract Award Meeting/Pre-Production 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.

## **6.15 Progress Reports**

The Contractor must submit monthly reports, in electronic format, on the progress of the Work, to both the Technical Authority and the Contracting Authority.

Each progress report must address the following questions:

- (a) Is the delivery on schedule?
- (b) Is the Contract free of any areas of concern in which the assistance or guidance of Canada may be required?
- (c) Each negative response must be supported with an explanation.

### **6.16 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 (CF 1280) or on an attached packing note.

### **6.17 Material**

Material supplied must be new unused and of current production by manufacturer. (2016 model-year or newer).

### **6.18 Design Changes**

The "Design Change, Design Deviation and Waiver Procedure" as defined in National Defence Standard D-02-006-008/SG-0001 must apply.

### **6.19 Interchangeability**

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

### **6.20 Packaging**

The methods used for preservation and packaging must be in conformity with the Contractor's normal standard for domestic shipment or, if necessary, with standards for overseas shipment as below deck cargo.

### **6.21 Service at Delivery**

The Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all vehicles delivered. Cost to provide this service must be included in the price of each vehicle.

Solicitation No. - N° de l'invitation  
W8476-165467/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hp912

Client Ref. No. - N° de réf. du client  
W8476-165467

File No. - N° du dossier  
hp912W8476-165467

CCC No./N° CCC - FMS No/ N° VME

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## **6.22 Vehicle Recall Notices**

All vehicle recall notices must be forwarded to:

National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2

Attention: (designation and name of TA to be inserted by PWGSC at contract award)

## ANNEX "A" - PRICING

### Item 001 UTILITY VEHICLE (UTV) (Firm Quantity)

The Contractor must deliver the vehicle/equipment including the sample manuals, CD and paper of all approved manuals, data summary, warranty letter(s), Initial parts kit list, filters and filter elements, and Material Safety Data sheets in accordance with the attached Annex "B" - Purchase Description – Utility Vehicle (UTV).

The Utility Vehicle (UTV) and ancillary items must be delivered to:

CFB ASU Edmonton  
CMTT, BLDG C8  
107 Street 137 avenue  
Edmonton, Alberta  
T5J 4J5

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per vehicle, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

Quantity: Twelve (12)

### Item 002 UTILITY VEHICLE (UTV) (Firm Quantity)

The Contractor must deliver the vehicle/equipment including the sample manuals, CD and paper of all approved manuals, data summary, warranty letter(s), Initial parts kit list, filters and filter elements, and Material Safety Data sheets in accordance with the attached Annex "B" - Purchase Description – Utility Vehicle (UTV).

The Utility Vehicle (UTV) and ancillary items must be delivered to:

CFB ASU Petawawa  
Major Equipment Section  
Petawawa, Ontario  
K8H 2X3

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per vehicle, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

Quantity: Twelve (12)

**Item 003 UTILITY VEHICLE (UTV) (Firm Quantity)**

The Contractor must deliver the vehicle/equipment including the sample manuals, CD and paper of all approved manuals, data summary, warranty letter(s), Initial parts kit list, filters and filter elements, and Material Safety Data sheets in accordance with the attached Annex ‘B’ - Purchase Description – Utility Vehicle (UTV).

The Utility Vehicle (UTV) and ancillary items must be delivered to:

CFB ASU Valcartier  
Bat.188  
Courcelette, Quebec  
G0A 4Z0

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per vehicle, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

Quantity: Twelve (12)

**Item 004 Tactical Trailer (Firm Quantity)**

The Contractor must deliver the vehicle/equipment in accordance with the attached Annex ‘B’ - Purchase Description – Utility Vehicle (UTV).

The Tactical Trailer and ancillary items must be delivered to:

CFB ASU Edmonton  
CMTT, BLDG C8  
107 Street 137 avenue  
Edmonton, Alberta

T5J 4J5

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per vehicle, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

Quantity: four (4)

**Item 005 Tactical Trailer (Firm Quantity)**

The Contractor must deliver the vehicle/equipment in accordance with the attached Annex "B" - Purchase Description – Utility Vehicle (UTV).

The Tactical Trailer and ancillary items must be delivered to:

CFB ASU Petawawa  
Major Equipment Section  
Petawawa, Ontario  
K8H 2X3

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per vehicle, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

Quantity: four (4)

**Item 006 Tactical Trailer (Firm Quantity)**

The Contractor must deliver the vehicle/equipment in accordance with the attached Annex "B" - Purchase Description – Utility Vehicle (UTV).

The Tactical Trailer and ancillary items must be delivered to:

CFB ASU Valcartier  
Bat.188

Courcelette, Quebec  
G0A 4Z0

Delivery contact: \_\_\_\_\_ (Name to be inserted by PWGSC at time of contract award.)

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per vehicle, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

Quantity: four (4)

**Item 007 Utility Vehicle (UTV) (Optional Quantity)**

If this option is exercised, the Contractor must deliver the vehicle/equipment including manuals, warranty letter(s), filters and filter elements, and Material Safety Data sheets in accordance with the attached Annex "B" - Purchase Description - Utility Vehicle (UTV)

For Destinations in British Columbia;

Firm unit price of \$ \_\_\_\_\_ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

For Destinations in Alberta and Saskatchewan;

Firm unit price of \$ \_\_\_\_\_ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

For Destinations in Manitoba;

Firm unit price of \$ \_\_\_\_\_ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

For Destinations in Ontario and Quebec;

Firm unit price of \$ \_\_\_\_\_ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

For Destinations in New Brunswick and Nova Scotia

Firm unit price of \$ \_\_\_\_\_ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

Quantity: Up to eighteen (18)

**Item 008 Tactical Trailer (Optional Quantity)**

If this option is exercised, the Contractor must deliver the vehicle/equipment in accordance with the attached Annex “B” - Purchase Description – Utility Vehicle (UTV)

For Destinations in British Columbia;

Firm unit price of \$ \_\_\_\_\_ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

For Destinations in Alberta and Saskatchewan;

Firm unit price of \$ \_\_\_\_\_ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

For Destinations in Manitoba;

Firm unit price of \$ \_\_\_\_\_ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

For Destinations in Ontario and Quebec;

Firm unit price of \$ \_\_\_\_\_ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

For Destinations in New Brunswick and Nova Scotia

Firm unit price of \$ \_\_\_\_\_ per vehicle/equipment in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5.1 Basis of Payment).

Quantity: Up to six (6)

Solicitation No. - N° de l'invitation  
W8476-165467/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
hp912

Client Ref. No. - N° de réf. du client  
W8476-165467

File No. - N° du dossier  
hp912W8476-165467

CCC No./N° CCC - FMS No/ N° VME

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**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**

**MILITARY PATTERN, LIGHT UTILITY VEHICLE  
4X4 WHEELED, 4 PAX,  
4 STROKE DIESEL ENGINE  
ECC 122125  
AND TACTICAL TRAILER ECC 132124  
MARCH 22, 2016**

**OPI DSVPM 3 – DAVPS 3**

Issued on Authority of the Chief of the Defence Staff

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

**Canada**

**2015 DND/MND Canada**

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## 1. INSTRUCTIONS

**1.1 Scope** – This document covers the Purchase Description for Utility Vehicles, four (4) passengers, four (4) cycle diesel engine equipped with four (4) wheels drive, 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 identified with a “*will*” define actions to be performed by Canada and require no action/obligation on the Contractor’s part;
- (c) Where “*shall*” or “*will*” are not used, the information provided is for guidance only;
- (d) In this document “provided” *shall* mean “provided and installed”;
- (e) Where technical certification is required, a copy of the certification or an acceptable proof of compliance *shall* be provided upon request;
- (f) Metric measurements *shall* be used to define the requirement; and
- (g) 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

- (a) **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**

J898\_198207 Hftc1, Controls, Visibility, Anthropometrics, Accessibility  
<http://www.sae.org>

**MIL-STD-209K, Dept. of Defense Standard for Aircraft Lifting, Tiedown & Air Droppable provisions for CH-147 and 130/C17.**

[http://everyspec.com/MIL-STD/MIL-STD-0100-0299/MIL-STD-209K\\_22319/](http://everyspec.com/MIL-STD/MIL-STD-0100-0299/MIL-STD-209K_22319/)

**Canadian Motor Vehicle Safety Regulations**

<http://www.tc.gc.ca/eng/acts-regulations/regulations-crc-c1038.htm>

**ANSI/ROHVA 1-2011 American National Standards Institute/ Recreational Off-Highway Vehicle Association**

<http://wp.cohv.ca/wp-content/uploads/2014/11/COHV-2-2012-Standard-for-ROV-20120926-Approved.pdf>

**Engine Emissions Information**

<http://www.frontierpower.com/library/epa.htm#canada>

### 3. REQUIREMENT

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

- (a) The vehicle/equipment *shall* be the manufacturer's latest model. The vehicle/equipment shall have demonstrated industry acceptability by having been manufactured and sold commercially for at least 3 years;
- (b) Have engineering certification available, upon demand, for this application from the original manufacturer of major equipment systems and assemblies;
- (c) **Air Transportability** – The prime mover and trailer *shall* be capable of being loaded into any Canadian Forces CC130 Hercules aircraft in accordance with C-12-130-000/CL-001. The following *shall* apply:

**The prime mover and trailer shall:**

- (i) Be designed to withstand stresses imposed by loads in all directions with a factor of safety of at least 1.5g with respect to the ultimate strength of the material;
- (ii) Be designed for a forward load of 3 g, a rearward load of 1.5 g, a vertical load of 2 g and a lateral load of 1.5 g (1 g = shipping weight of the equipment); loads are not imposed simultaneously;
- (iii) Be designed and located to allow prime mover and trailer to be anchored to prevent shifting or movement during transport;
- (iv) Be permanent and integrally attached;
- (v) Be located to permit easy attachment of cables or turnbuckles;
- (vi) Be identified and marked with maximum load permitted. Markings **shall** be painted using a contrasting colour; and

- (vii) Provide complete tie down provision locations with instructions. It is preferable to have this information shown in the manual as well as available as decals on the Prime mover and trailer.
- (d) Be supported domestically and continental U.S.A.
- (e) 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
- (f) Have system and component capacities not greater than their published ratings (i.e. product or component brochures) or accompanied by proof of compliance.

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

- (a) **Towing capacity** – The vehicle / equipment *shall* be capable of towing a minimum load of 680 kg (1500 lb) on a ground surface and snow at 0° incline;
- (b) **Payload Capacity** – The vehicle *shall* carry a minimum of 680 kg (1500 lb) payload
- (c) **Weather** – The vehicle/equipment *shall* be capable of operating under the extremes of Canadian weather with temperatures ranging from -30°C to 37°C (-22°F to 99 °F).
- (d) **Terrain** – The vehicle/equipment *shall* be capable of
  - Being operated off-road (e.g. construction sites, open fields and dirt tracks). Terrain conditions shall include year round operations on snow, mud, sand and ice; and
  - Negotiating a 40% side slope and ascending a 60% longitudinal slope at a minimum sustained speed of 10 mph (16.09 km/h) at GVW.
- (e) The vehicle *shall* reach a minimum speed of 50 mph (80.5 km/h) on a flat surface.

**3.3 Safety Regulations** – The vehicle *shall* comply with applicable Canadian Federal Motor Vehicle 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 (5<sup>th</sup> percentile female to 95<sup>th</sup> 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 vehicle *shall* be

- (a) Delivered to destination in a fully operational condition (serviced and adjusted) and both the interior and exterior *shall* be cleaned.
- (b) Fully assembled 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 vehicle *shall* have :

- (a) Maximum overall length of 3886.2 mm (153in);
- (b) Maximum overall width of 1625 mm (64 in);
- (c) Maximum overall height of 1981.2 mm (78 in)
- (d) Minimum ground clearance 279.4 (11 in);

**4. CHASSIS AND POWER TRAIN SYSTEMS**

**4.1 Engine Systems** – The vehicle engine *shall* have :

- (a) Displacement of at least 875 cc;
- (b) A liquid cooled capability;
- (c) A minimum of two (2) cylinders;
- (d) A four (4) stroke capability;
- (e) An exhaust pipe and muffler that meets safety regulations; and
- (f) Fuel type JP8/Diesel capability.

**4.2 Fuel Tank** – The vehicle fuel tank *shall* have:

- (a) A minimum capacity of 27 liters (7.13 gal);
- (b) “Diesel only” indicated on the fuel tank cap or stamped close to the fuel cap, in English and French.

**4.3 Transmission** – The vehicle *shall* have:

- (a) A minimum of one (1) forward and one (1) reverse gear; and
- (b) A selectable or automatic 4X2 and 4X4 wheel drive.

**4.4 Brakes** – The vehicle *shall* have:

- (a) Front and rear hydraulic disc brakes; and

- (b) A parking brake (transmission).

## 5. BODY SYSTEMS

### 5.1 Body Features – The vehicle *shall* have:

- (a) Front and rear body guards (bumpers);
- (b) A roll over protection system - collapsible without tools and capable of rapid employment and collapse within 2 minutes. It *shall* protect four (4) operators (2 seats side by sides, 2 rows). Designed to meet ANSI/ROHVA 1-2011 certification standards to meet at Gross Vehicle Weight (GVW)
- (c) A front cargo rack, with a capacity of at least 113.3 kg (250 lb)
- (d) A rear bed box with a minimum capacity of 226.8 kg (500 lb)
- (e) An under body protection (skid plate) removable with common tool and include an access panel for items requiring schedule maintenance;
- (f) Front and rear independent suspension.
- (g) To carry two (2) standard military talon II model 90C litters (NSN: 6530-01-504-9051) longitudinally, fully opened out in the rear of the vehicle, Installed ready to carry personnel. The litters *shall* not increase the width of the vehicle.
- (h) Two (2) collapsible side mirrors and a rearview mirror

### 5.2 Seating – The vehicle *shall* have:

- (a) Ergonomically designed seating for four (4) fully combat equipped operators;
- (b) Two (2) operator seating side by side in two (2) rows
- (c) Two (2) Rear facing removable seat mount kits for installation in the bed box

### 5.3 Controls and Instruments – The vehicle *shall* have:

- (a) An electric starter with keyless ignition and electric starting capability.;
- (b) A Speedometer;
- (c) An Odometer;
- (d) A Fuel gauge;
- (e) An Hour meter; and

- (f) A Gear selection indicator.

## 6 ELECTRICAL SYSTEMS

The vehicle *shall* have:

- (a) A Heavy-duty maintenance free battery;
- (b) A 12V outlet in the instrument panel; and
- (c) Headlamps, brake/tail lights, black out lights (Front and rear).
- (d) OEM IR Light located on front bush guard of vehicle
- (e) A trailer plug in adaptor 4 pins

## 7 MISCELLANEOUS

**7.1 Special Equipment** – The vehicle *shall* have:

- (a) Runflat tires (front and rear);
- (b) A 5.08 cm ( 2 in) rear receiver pintle style hitch;
- (c) A weapon storage kit, one set between the seat and one set for the dash cross beam;
- (d) A front mounted winch with a minimum capacity of 1587.57 kg (3500 lbs); and
- (e) A fitted cover to completely cover the vehicle.

**7.2 Color** – The color of external surfaces *shall* be per Manufacturer's Tan color.

**7.3 Tools** – The vehicle *shall* have :

- (a) A basic tool kit stored with each vehicle;
- (b) The tools stored in a container or bag and include, 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); will be provided by Canada
- Equipment Configuration Code (ECC)

**7.5 Specification for Tactical Trailer** – The tactical trailer *shall*:

- Be able to traverse through off-road terrain;
- Be able to haul up to 453.59 kg (1000 lb) of payload;
- Have a cargo box with dimensions of at least 148.5 cm x 148.5 cm x 40.6 cm (58.5 in x 58.5 in x 16 in) (L/W/H)
- Be equipped with dual A arm suspension;
- Have a ground minimum clearance of 25.4 cm (10 in);
- Have rear black out lights;
- Have 4 pin trailer connector powers taillights;
- Have a Removable tongue with pintle style hitch
- Match the UTV's color and painted with high quality paint and rust protection against corrosion
- Have an easy to use waterproof cover. The cover shall be large enough to fully enclose and to extend beyond the opening of the cargo box cover by at least 15 centimeter, in a non-reflective material that does not rot or rip easily. Color *shall* be compatible with the Tactical trailer.
- Have a trailer Identification Plate identifying in permanent marking the VIN number, Curb weight, Carrying capacity and Tire pressure, in a conspicuous and protected location,

**8 INTEGRATED LOGISTIC SUPPORT** – The manufacturer shall select components readily available for a minimum period of fifteen (15) years from the date of manufacture;

**8.1 Documentation and support items** – The Contractor *shall* provide the following commercial style documents:

**8.1.1. Items Provided to Technical Authority Prior to Vehicle Delivery**

- Data Summary** - A bilingual data summary for each configuration with data and a vehicle picture in Technical Authority provided format.
- Manuals for Approval**

- (i) One set of manuals, including operator, parts and maintenance (shop repair) manuals, in both digital and paper format.
- (ii) The operator and maintenance (shop repair) manuals in a bilingual format as a package.
- (iii) Digital copies, functional without the requirement for a password, an auto-run installation procedure or an Internet connection, on a CD or DVD. It is preferred that digital copies are provided in a searchable PDF format.
- (iv) Manuals will not be returned.
- (v) Approval or comments on the manuals will be provided within 15 working days of receipt.
- (vi) The contractor *shall* update the manuals as required

**c. Warranty Letter**

- (i) A paper copy of the completed bilingual warranty letter in the approved format (provided by the Technical Authority) *shall* be provided to the Technical Authority.
- (ii) The warranty letter *shall* include the name and contact information of closest designated warranty provider and other designated warranty providers across Canada.

**d. Initial Parts Kit List -** The contractor *shall* provide a list of parts needed to perform preventive maintenance for a 1 year period as per the maintenance manual. A complete change of all filters and filter elements *shall* be included in the list as follows:

- (i) Part description.
- (ii) Original Equipment Manufacturer Part number.
- (iii) Suggested quantity.
- (iv) Unit cost.

**e. Material Safety Data Sheets**

- (i) The contractor *shall* provide a listing of all hazardous materials used on the vehicle and the contractor *shall* provide material safety data sheets of all hazardous materials in the list.
- (ii) If there are no hazardous materials used, this fact *shall* be stated on the listing.

### 8.1.2 Items Provided with Each Vehicle

#### a. Operator's Manuals

- (i) An operator's manual for safe vehicle operation including all supplied attachments *shall* be provided with each vehicle shipped.
- (ii) The operator's manual *shall* be provided in a bilingual format as a package.
- (iii) A digital copy of the operator's manual, in addition to the paper copy, *shall* be provided with each vehicle shipped.
- (iv) The digital copy *shall* be functional without the requirement for a password, an auto-run installation procedure or an Internet connection. Digital copies *shall* be provided on a CD or DVD. It is preferred that the digital copy be provided in a searchable PDF format.

#### b. Warranty Letter

- (i) A paper copy of the completed bilingual warranty letter in the approved format (provided by the Technical Authority) *shall* be provided with each vehicle shipped.
- (ii) The warranty letter *shall* include the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada
- (iii) Designated warranty providers *shall* honor the warranty letter.

### 8.1.3 Items Shipped to the Vehicle Supporting Unit

- a. Operator's Manuals - The contractor *shall* provide a bilingual operator's manual in both paper and digital format. Digital copies *shall* be provided on a CD or DVD.
- b. Parts Manuals – The contractor *shall* provide the Parts Manuals in both paper and digital format. Digital copies shall be provided on a CD or DVD.
- c. Maintenance (Shop Repair) Manuals – The contractor *shall* provide the Maintenance (Shop Repair) Manual in a bilingual format or as 2 manuals in a single binder (one English, and one French), in both paper and digital format. Digital copies *shall* be provided on a CD or DVD.
- d. Material Safety Data Sheets - The contractor *shall* provide material safety data sheets for all hazardous materials in the list provided to the Technical Authority.
- e. Initial Parts Kit – The contractor *shall* provide a complete change of all filters and filter elements for initial servicing.

**Technical Information Questionnaire for Light Utility Vehicle, 4X4 diesel Engine, military pattern,  
ECC 122125 And Tactical trailer ECC 132124**

**4 March 2016**

	<p style="text-align: center;"><b>NOTICE</b></p> <p>This documentation has been reviewed by the Technical Authority and does not contain controlled goods.</p> <p style="text-align: center;"><b>AVIS</b></p> <p>Cette documentation a été révisée par l'Autorité technique et ne contient pas de marchandises contrôlées.</p>
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**Completed By:**

**Company Name:**

**Manufacturer's Name:**

**Name of Representative:** \_\_\_\_\_ **Designation:**

**Date:** \_\_\_\_\_.

**Introduction**

This questionnaire covers technical information, which *shall* be provided for evaluation of the vehicle 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

If Yes Document: \_\_\_\_\_ Page:

**PURCHASE DESCRIPTION PARAGRAPHS**

**3.1 Design - Proof of Compliance shall be provided**

- a. Make \_\_\_\_\_ - Model \_\_\_\_\_
  
- b. The vehicle/equipment shall be the manufacturer's latest model. The vehicle/equipment shall have demonstrated industry acceptability by having been manufactured and sold commercially for at least 3 years;  
  
Document: \_\_\_\_\_ Page:
  
- c. Air Transportability – The prime mover and trailer shall be capable of being loaded into any Canadian Forces CC130 Hercules aircraft in accordance with C-12-130-000/CL-001. The following shall apply:  
  
Document: \_\_\_\_\_ Page:
  
- d. Be supported domestically and continental U.S.A.  
  
Document: \_\_\_\_\_ Page:
  
- e. 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  
  
Document: \_\_\_\_\_ Page:

- f. Have system and component capacities not greater than their published ratings (i.e. product or component brochures) or accompanied by proof of compliance.

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

**3.2 Operating Conditions – Proof of Compliance *shall* be provided**

- a. Minimum load of 680kg (1500 lb) towing capacity

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

- b. Payload Capacity - minimum of 680 kg (1500 lb)

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

- c. Terrain slope and ascending minimum speed of 10 mph (16.09 kph)

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

**3.6 Dimensions – Proof of Compliance *shall* be provided**

- a. Max overall length of 3862.2 mm (153 in).

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

- b. Max overall width of 1625 mm (64 in).

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

- c. Maximum overall height of 1981.2 mm (78 in)

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

- d. A minimum ground clearance 279.4 mm (11 in);

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

**4.1 Engine Systems - Proof of Compliance *shall* be provided**

- a. Engine displacement at least 875 cc;

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

- b. Liquid cooled engine

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

- c. Minimum of two (2) cylinders.

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

- d. our (4) strokes engine;  
Document: \_\_\_\_\_ Page:
- e. An exhaust pipe and muffler that meets the safety regulations  
Document \_\_\_\_\_ Page:
- f. Fuel type JP8/Diesel.  
Document: \_\_\_\_\_ Page:

**4.2 Fuel Tank - Proof of Compliance shall be provided**

- a. Minimum capacity of 27 liters (7.13 gal).  
Document: \_\_\_\_\_ Page:

**4.3 Transmission - Proof of Compliance shall be provided**

- a. A minimum of one (1) forward and one (1) reverse gear.  
Document: \_\_\_\_\_ Page:
- b. Selectable or automatic 4X2 and 4X4 wheel drive.  
Document: \_\_\_\_\_ Page:

**4.4 Brakes - Proof of Compliance shall be provided**

- a. Front and rear hydraulic disc brakes  
Document: \_\_\_\_\_ Page:
- b. parking brake (transmission)  
Document: \_\_\_\_\_ Page:

**5.1 Body Features - Proof of Compliance shall be provided**

- a. A front and rear body guards (bumper);  
Document: \_\_\_\_\_ Page:
- b. A roll over protection system - collapsible without tools and capable of rapid employment and collapse within 2 minutes. It shall protect four (4) operators (2 seats side by sides, 2 rows). Designed to meet ANSI/ROHVA 1-2011 certification standards to meet at Gross Vehicle Weight (GVW)  
Document: \_\_\_\_\_ Page:

- c. A cargo rack capacity of 226.8 kg (500 lb)

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

- d. A rear bed box with a minimum capacity of 226.8 kg (500 lb)

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

- e. Under body protection (skid plate) shall be removable with common tool and include access panel for items requiring schedule maintenance ;

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

- f. Front and rear independent suspension.

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

- g. To carry two (2) standard military talon II model 90C litters (NSN: 6530-01-504-9051) longitudinally, fully opened out in the rear of the vehicle, Installed ready to carry personnel. The litters shall not increase the width of the vehicle.

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

- h Two (2) collapsible side mirrors and a rearview mirror

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

## **5.2 Seating - Proof of Compliance shall be provided**

- a. Ergonomically designed seating for four (4) fully combat equipped operators.

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

- b. Two (2) operator seating side by side in two (2) rows

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

- c. Two (2) Rear facing removable seat mount kits for installation in the bed box and two (2) additional seats.

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

## **5.3 Controls and Instruments - Proof of Compliance shall be provided**

- a. Electrical starter keyless ignition and electric starting capability.

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

- b. Speedometer.

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

- c. Odometer

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

- d. Fuel gauge

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

- e. Hour meter.

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

- f. Gear selector indicator

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

**6 Electrical System - Proof of Compliance shall be provided**

- a. Heavy-duty maintenance free battery

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

- b. 12 V outlet in instrument panel.

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

- c. Headlamps, brake /tail lights and blackout lights (Front and Rear)

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

- d. OEM IR Light located on front of vehicle.

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

**7.1 Special Equipment - Proof of Compliance shall be provided**

- a. Heavy duty all-purpose tires (front & rear)

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

- b. A 5.08 cm (2inch) rear receiver hitch, Pintle hitch style

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

- c. Weapon storage kit, one set between the seat and one set for the dash cross beam

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

- d. A front mounted winch with a minimum of 1587.57 kg (3500 lbs) capacity.

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

- e. A fitted cover to completely cover the vehicle.

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

**7.5 Specification for Tactical Trailer – Proof of Compliance shall be provided**

- a. Be able to traverse through off-road terrain;

- b. Be able to haul up to 453.5 kg (1000 lb) of payload;

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

- b. Cargo box dimensions of at least 148.5 cm x 148.5 cm x 40.6 cm (58.5 in x 58.5 in x 16 in) (L/W/H)

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

- c. Be equipped with dual A arm suspension;

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

- d. Minimum ground clearance of 25.4 cm (10 in);

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

- e. Rear Black out light

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

- f. 4 pin trailer connector powers taillights

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

- g. Removable tongue with pintle style hitch

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

- h. Paint Colour Match & and rust protection certificate

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

- i. Waterproof cover

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

- j. A trailer Identification Plate

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.

**ANNEX “C” to PART 5 – BID SOLICITATION  
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -  
CERTIFICATION**

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) -Labour's website.

Date: \_\_\_\_\_(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the *Employment Equity Act*.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC -Labour.

**OR**

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC -Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC C-Labour.

B. Check only one of the following:

B1. The Bidder is not a Joint Venture.

**OR**

B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)