



**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**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

<b>Title - Sujet</b> ALL TERRAIN UTILITY VEHICLES	
<b>Solicitation No. - N° de l'invitation</b> W8476-165469/A	<b>Date</b> 2016-05-02
<b>Client Reference No. - N° de référence du client</b> W8476-165469	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-641-70872	
<b>File No. - N° de dossier</b> hs641.W8476-165469	<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 2016-06-13</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> Felix, Juneldan	<b>Buyer Id - Id de l'acheteur</b> hs641
<b>Telephone No. - N° de téléphone</b> (873) 469-3334 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

- 1.1 Introduction
- 1.2 Summary
- 1.3 Trade Agreements
- 1.4 Debriefing

### **PART 2 - BIDDER INSTRUCTIONS**

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws - Bid
- 2.5 Improvement of Requirement during Solicitation Period

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

- 3.1 Bid Preparation Instructions

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

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

### **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

### **PART 6 - SECURITY**

- 6.1 Security Requirement

### **PART 7 - RESULTING CONTRACT CLAUSES**

- 7.1 Requirement - Contract
- 7.2 Standard Clauses and Conditions
- 7.3 Term of Contract
- 7.4 Authorities
- 7.5 Payment
- 7.6 Invoicing
- 7.7 Certifications
- 7.8 Applicable Laws - Contract

- 7.9 Priority of Documents
- 7.10 SACC Manual Clauses
- 7.11 Inspection and Acceptance
- 7.12 Preparation for Delivery
- 7.13 Shipping Instructions - Delivery at Destination
- 7.14 Release Documents - Distribution
- 7.15 Post-Contract Award Meeting
- 7.16 Tools and Loose Equipment
- 7.17 Assembly/Preparation at Delivery
- 7.18 Interchangeability

### **Attachments**

Annex A - Pricing  
Purchase Description  
Technical Information Questionnaire

## **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 twelve (12) all-terrain vehicles and ancillary items, in accordance with the Purchase Description **MILITARIZED ALL-TERRAIN VEHICLE 6X6 DIESEL ENGINE ECC140294**, dated February 25, 2016, and as described at Annex A - Pricing.

The requirement includes an option to purchase up to **six (6) MILITARIZED ALL-TERRAIN VEHICLE 6X6 DIESEL ENGINE ECC140294** and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

### **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 (2016-04-04) 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.

## **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





## **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**

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.

## **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 June 30, 2016, the best delivery that could be offered is as follows:

##### **Destination A- Petawawa Ontario**

Item 001 – Four (4) **MILITARIZED ALL-TERRAIN VEHICLE 6X6 DIESEL ENGINE ECC140294** and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

##### **Destination B-Edmonton Alberta**

Item 001 – Four (4) **MILITARIZED ALL-TERRAIN VEHICLE 6X6 DIESEL ENGINE ECC140294** and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

##### **Destination C-Val-Cartier Courcelette Quebec**

Item 001 – Four (4) **MILITARIZED ALL-TERRAIN VEHICLE 6X6 DIESEL ENGINE ECC140294** and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

#### **3.1.3.2 Optional Quantity**

The best delivery that could be offered is as follows:

Item 002 - If an option is exercised, up to six (6) **MILITARIZED ALL-TERRAIN VEHICLE 6X6 DIESEL ENGINE ECC140294** and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days.

### **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**

#### **Destination A- Petawawa Ontario :**

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.: \_\_\_\_\_

#### **Destination B-Edmonton Alberta :**

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.: \_\_\_\_\_

#### **Destination C-Val-Cartier Courcelette Quebec :**

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 2000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

### **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 2000 hours of usage, whichever comes first.

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

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

## **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 items 001, 002.

**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 and FCA Free Carrier at Contractor's Canadian facility or the Contractor's Canadian Distribution Point, Incoterms 2000 for items 002 (optional quantity), Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

#### **4.1.3 Evaluated Aggregate Price**

Bids will be evaluated on an aggregate price basis for the firm quantity, the optional quantity as follows:

- a) the firm lot prices for the firm quantity will be multiplied by their identified quantities to obtain the evaluated price of the firm quantity;
- b) the firm lot prices for the optional quantity will be multiplied by the identified estimated quantity to obtain the evaluated price of the optional quantity;
- c) the sum of all evaluated prices will determine the evaluated aggregate price .

#### **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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Employment and Social Development Canada (ESDC) - Labour's website.

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

### **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

#### **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	
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.	

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

\_\_\_\_\_  
Date

## **PART 6 – SECURITY**

### **6.1 Security Requirement**

There is no security requirement associated with this bid solicitation.

## **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 twelve 12 all-terrain vehicles and ancillary items, in accordance with the Purchase Description **MILITARIZED ALL-TERRAIN VEHICLE 6X6 DIESEL ENGINE ECC140294**, dated **February 25, 2016**, and as described at Annex A - Pricing.

The requirement includes an option to purchase up to six (6) all-terrain vehicles and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

#### **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.

#### **7.1.2 Optional Goods and/or Services**

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

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

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

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

## **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 (2016-04-04), 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**

##### **Destination A - Petawawa**

Item 001 – **Four (4) MILITARIZED ALL-TERRAIN VEHICLE 6X6 DIESEL ENGINE ECC140294** and ancillary items must be delivered within to be inserted by PSPC weeks/calendar days from the effective date of the contract.

##### **Destination B - Edmonton Alberta**

Item 001 – **Four (4) MILITARIZED ALL-TERRAIN VEHICLE 6X6 DIESEL ENGINE ECC140294** and ancillary items must be delivered within to be inserted by PSPC weeks/calendar days from the effective date of the contract.

##### **Destination C - Val-Cartier Quebec**

Item 001 – **Four (4) MILITARIZED ALL-TERRAIN VEHICLE 6X6 DIESEL ENGINE ECC140294** and ancillary items must be delivered within to be inserted by PSPC weeks/calendar days from the effective date of the contract.

#### **Optional Quantity- Item 002**

Item 002 - If the option is exercised, up to **six (6) MILITARIZED ALL-TERRAIN VEHICLE 6X6 DIESEL ENGINE ECC140294** and ancillary items must be delivered within to be inserted by PSPC weeks/calendar days after an option is exercised.

### **7.4 Authorities**

#### **7.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

Juneldan Felix  
Supply Officer  
Public Services and Procurement Canada  
Acquisitions Branch  
LEFTD - HS Division  
Place du Portage, Phase III, 7B1  
Gatineau, Quebec K1A 0S5  
Telephone: 873-469-3334  
Facsimile: 819-956-5227  
E-mail address: [Juneldan.felix@pwgsc-tpsgc.gc.ca](mailto:Juneldan.felix@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 PSPC

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 PSPC

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 PSPC

Telephone No.:

Facsimile No.:

E-mail address:

##### **Delivery follow-up**

Name: To be inserted by PSPC

Telephone No.:

Facsimile No.:

E-mail address:

#### **7.4.5 After Sales Service**

##### **Destination A - Edmonton Alberta**

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 PSPC km

Name:

Address:

Telephone Number:

##### **Destination B - Petawawa**

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 PSPC km

Name:

Address:

Telephone Number:

##### **Destination C – Val-Cartier Quebec**

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 PSPC 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.

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

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

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

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

Price to be negotiated in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

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

### **7.5.2 SACC Manual Clauses**

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

### **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 (Items 001 and 002) until delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service.
2. Subsequent to delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor must submit an invoice for the release of the Holdback in accordance with "Invoicing Instructions" found in this contract.

### **7.7 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 (2016-04-04) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Pricing;
- (d) Purchase Description for MILITARIZED ALL-TERRAIN VEHICLE 6X6 DIESEL ENGINE ECC140294, dated February 25, 2016;
- (e) The Contractor's bid dated (to be inserted by PSPC) \_\_\_\_\_, as amended (to be inserted by PSPC) \_\_\_\_\_.

## **7.10 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
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	2016-01-28

## **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.

#### **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 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.

#### **7.15 Tools and Loose Equipment**

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

#### **7.16 Assembly/Preparation at Delivery**

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

#### **7.17 Interchangeability**

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

## **ANNEX A - PRICING**

### **Item 001 – ALL-TERRAIN VEHICLES, (Firm Quantity)**

The Contractor must deliver twelve 12 all-terrain vehicles 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 including familiarization instruction/training, in accordance with the attached Purchase Description MILITARIZED ALL-TERRAIN VEHICLE 6X6 DIESEL ENGINE ECC140294, dated February 25, 2016.

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

#### **Destination A**

Four (4) all-Terrain vehicle and ancillary items must be delivered to:

MAJOR EQUIPMENT SECTION  
PETAWAWA  
CFB PETAWAWA  
PETAWAWA ONTARIO K8H 2X3  
CANADA

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

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) all-Terrain vehicle and ancillary items must be delivered to:

MAJOR EQUIPMENT SECTION  
REPLENISHMENT COMPANY (CMTT)  
107 STREET & 137 AVENUE BLDG C8  
EDMONTON ALBERTA T5J 4J5  
CANADA

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

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 - C**

Four (4) All-Terrain vehicle and ancillary items must be delivered to:

MAJOR EQUIPMENT SECTION  
BAT 188 (PON COMB)  
GARNISSON VALCARTIER  
COURCELETTE VAL QC G0A 4Z0  
CANADA

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

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 – ALL-TERRAIN VEHICLES (Optional Quantity)**

If this option is exercised, the Contractor must deliver up to six (6) all-terrain 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, excluding familiarization instruction/training, in accordance with the attached Purchase Description MILITARIZED ALL-TERRAIN VEHICLE 6X6 DIESEL ENGINE ECC140294, dated February 25, 2016.

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

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

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

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

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

The MILITARIZED ALL-TERRAIN VEHICLE 6X6 DIESEL ENGINE ECC140294 and ancillary items must be delivered to:

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

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

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

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

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

**Item 004 – 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 004 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**

**MILITARIZED  
ALL-TERRAIN VEHICLE,  
6X6  
DIESEL ENGINE  
ECC140294  
FEBRUARY 25, 2016**

**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**

**2014 DND/MND Canada**



## **TABLE OF CONTENTS**

1	INSTRUCTIONS.....	3
2	APPLICABLE DOCUMENTS.....	3
3	REQUIREMENTS.....	4
4	CHASSIS AND POWER TRAIN SYSTEMS.....	5
5	BODY SYSTEMS.....	6
6	ELECTRICAL SYSTEMS.....	7
7	MISCELLANEOUS.....	7
8	INTEGRATED LOGISTIC SUPPORT.....	9

## 1 INSTRUCTIONS

**1.1 Scope** – This document covers the purchase of qty twelve (12) light Utility, military tactical, multi-purpose, diesel engine, six(6) wheeled vehicles

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

- (a) Requirements, which are identified by the word “**shall**”, are mandatory. Deviations will not be permitted;
- (b) Requirements, 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**  
J898\_198207  
Control Locations for Off-Road Work Machines  
[http://standards.sae.org/j898\\_198207/](http://standards.sae.org/j898_198207/)

Canadian Motor Vehicle Safety Regulations  
<http://www.tc.gc.ca/eng/acts-regulations/regulations-crc-c1038.htm>

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

### 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.
- e. The vehicle *shall* be capable of being supported domestically and during exchange training with US Forces in the continental U.S
- f. Seat two soldiers side by side.
- g. Run on single fuel concept, JP8/Diesel.

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

- a. **Towing capacity** – The vehicle / equipment *shall* be capable of being operated while towing a minimum load of 635 kg (1400lb) on a flat snow covered surface at 0° incline;
- b. **Payload Capacity** – The vehicle *shall* carry a minimum of 748.4 kg (1650 lb) payload
- c. **Weather** – The vehicle/equipment *shall* operate under the extremes of weather found in Canada in 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.

#### 3.3 Safety Regulations – The vehicle *shall* comply with applicable motor vehicle 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 (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. A maximum overall length of 2743.2 mm (108 in);
- b. A maximum overall width of 1524 mm (60 in);
- c. A minimum overall height of 1249 mm (49.2 in);
- d. A minimum ground clearance 150 mm (5.905 in);

**4 CHASSIS AND POWER TRAIN SYSTEMS**

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

- a. Displacement is least 854 cc;
- b. Liquid cooled;
- c. A minimum of two (2) cylinders;
- d. A four (4) strokes engine;
- e. An exhaust pipe and muffler that meets the safety regulation; and
- f. Fuel usage type JP8/Diesel.

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

- a. The fuel tank has a minimum capacity of 20 liter (5.3 gal);
- b. The fuel tank indicates the use of “diesel fuel only” 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. Six (6) wheels with a minimum of four (4) wheel drive

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

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

## **5 BODY SYSTEMS**

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

- a. Front cargo rack with a capacity of at least 113.3 kg (250 lb)
- b. A cargo box with locking fold down panel to transport an oversized load and power dumping
- c. A minimum cargo box's length of 1148.08mm (45.2 in);
- d. A minimum cargo box's width of 1511.3mm (59.5 in);
- e. A minimum cargo box's depth of 233.68mm (9.2 in);
- f. A front brush guard and a front body protection (bumper);
- g. A Roll Over Protection structure (ROPS);
- h. An heavy duty front suspension kit
- i. A Reinforced frame

**5.2 Seating and Driver/Passenger Compartment** – The vehicle *shall* have :

- a. A side by side bucket seat with a minimum capacity of two (2) occupants;
- b. A seat belts for all occupants;
- c. An hip restraint bar/handholds for the occupant; and

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

- a. Electrical starter with keyless type switch;
- b. Speedometer;
- c. Fuel gauge;
- d. Hour meter; and

- e. Gear indicator.
- f. Horn
- g. Steering locking cable

**6 ELECTRICAL SYSTEMS** – The vehicle *shall* have :

- a. Two heavy-duty maintenance free batteries;
- b. A 12V outlet in the driver compartment; and
- c. Headlamps, brake/tail lights, blackout light.

**7 MISCELLANEOUS**

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

- a. A C-7 rattle mount system;
- b. A 5.08 cm ( 2inch) rear receiver hitch, pintle hitch;
- c. A minimum of 1360.7 kg (3000 lbs) capacity front mounted winch; and
- d. A run flat tires
- e. A fire extinguisher

**7.2 Colour**

- a. The following applies, the color of external surfaces *shall* be as per Manufacturer's Tan color.

**7.3 Tools** – The following *shall* be provided with the vehicle:

- a. A basic tool kit *shall* be provided with each vehicle;
- b. The tools *shall* be stored in a container or bag, 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 (ECC)

**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 and support items – The Contractor *shall* provide the following commercial style documents with each vehicle:

**8.1.1.** The following items *shall* be Provided to Technical Authority Prior to Vehicle Delivery

- a. **Data Summary** - A bilingual data summary *shall* be provided for each configuration with data and a vehicle picture in the Technical Authority provided format.
- b. **Manuals for Approval**
  - (i) One set of manuals, including operator, parts and maintenance (shop repair) manuals, in both digital and paper format, *shall* be provided.
  - (ii) The operator and maintenance (shop repair) manuals *shall* be provided in a bilingual format as a package.
  - (iii) Digital copies *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 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 the 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 on one vehicle 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. The list *shall* include the following elements:
  - (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 shall provide material safety data sheets of all hazardous materials in the list
  - (ii) If there are no hazardous materials used, this *shall* be stated on the listing.

### 8.1.2 **Items with Each Vehicle**

- a. **Operator's Manuals**
  - (i) An operator's manual for the 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 *shall* be provided, in addition to the paper copy, 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.
- c. **Keys** – 2 sets of keys per vehicle *shall* be provided.

### 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 the initial servicing.

**Technical Information Questionnaire for Light Multipurpose Utility Vehicle, 6X6 Diesel Engine,  
ECC 140294.**



**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**

- a. A towing Capacity of a minimum load of 635kg (1400 lb).  
Document: \_\_\_\_\_ Page:
- b. Payload Capacity – The vehicle shall carry a minimum of 748.4 kg (1650 lb) payload  
Document: \_\_\_\_\_ Page:

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

- a. Maximum overall length of 2743.2 mm (108 in).  
Document: \_\_\_\_\_ Page:
- b. Maximum overall width of 1524 mm (60 in).  
Document: \_\_\_\_\_ Page:
- c. Minimum overall height of 1249 mm (49.2 in);  
Document: \_\_\_\_\_ Page:

- d. Minimum ground clearance 150 mm (5.905 in);  
Document: \_\_\_\_\_ Page: M

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

- a. The engine displacement *shall* be at least 854 cc;  
Document: \_\_\_\_\_ Page:
- b. The engine *shall* be liquid cooled  
Document: \_\_\_\_\_ Page:
- c. The engine *shall* have a minimum of two (2) cylinders.  
Document: \_\_\_\_\_ Page:
- d. The engine *shall* be a four (4) strokes engine;  
Document: \_\_\_\_\_ Page: T
- f. Engine fuel type *shall* be JP8/Diesel.  
Document: \_\_\_\_\_ Page:

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

- a. The fuel tank *shall* have a minimum capacity of 20 litres (5.3 gal).  
Document: \_\_\_\_\_ Page:
- b. The fuel tank indicates the use of ‘‘diesel fuel only’’ on the fuel tank cap or stamped close to the fuel cap, in English and French.  
Document: \_\_\_\_\_ Page:

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

- a. A minimum of one (1) forward and one (1) reverse gear *shall* be provided.  
Document: \_\_\_\_\_ Page:
- b. The vehicle has six (6) wheels with a minimum of four (4) wheels drives  
Document: \_\_\_\_\_ Page:

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

- a. Front and rear hydraulic disc brake *shall* be provided.  
Document: \_\_\_\_\_ Page: F
- b. Parking brake *shall* be provided.  
Document: \_\_\_\_\_ Page: A

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

- a. A front cargo rack with a minimum capacity of 113.3 kg (250 lb)  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- b. A cargo box with locking fold down panel to transport an oversized load and power dumping  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- c. A minimum cargo box's length of 1148.08 mm (45.2 in);  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- d. A minimum cargo box's width of 1511.3 mm (59.5 in);  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- e. A minimum cargo box's depth of 233.6 mm (9.2 in);  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- f. A front brush guard and a front body protection (bumper);  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- g. A Roll Over Protection structure (ROPS);  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- h. Front heavy duty suspension.  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- i. Re-enforced frame  
Document: \_\_\_\_\_ Page: \_\_\_\_\_

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

- a. A side by side bucket seat with a minimum capacity of two (2) occupants;  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- b. \_\_\_\_\_ S  
eat belts for all occupants.  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- c. \_\_\_\_\_ H  
ip restraint bar/handholds for the occupant.  
Document: \_\_\_\_\_ Page: \_\_\_\_\_

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

- a. Electrical starter with keyless type ignition *shall* be provided.  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- b. Speedometer *shall* be provided.  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- c. Fuel gauge *shall* be provided.

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

- d. Hour meter *shall* be provided.

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

- e. Gear selector indicator

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

- f. Horn.

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

- g. Steering wheel lock cable.

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

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

- a. Two 12 volts batteries, maintenance free heavy duty

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

- b. A 12 volts outlet in the driver compartment.

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

- c. Headlamp, brake /tail lights and blackout lights

Documents:\_\_\_\_\_ Page:

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

- a. A C-7 raffle mount system;

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

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

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

- c. A minimum of 1360.7 kg (3000 lbs) capacity front mounted winch.

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

- d. Run flat tires.

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

- e. A fire extinguisher

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.

The bidder certifies that the products offered in the Purchase Description meet the performance specifications and the Requirement detailed in the Technical Information Questionnaire.

---

Signed

---

Date