



**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> Snowmobiles	
<b>Solicitation No. - N° de l'invitation</b> W8476-196034/B	<b>Date</b> 2019-05-06
<b>Client Reference No. - N° de référence du client</b> W8476-196034	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-610-77031	
<b>File No. - N° de dossier</b> hs610.W8476-196034	<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 2019-05-31</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 type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Reynolds, Kevin	<b>Buyer Id - Id de l'acheteur</b> hs610
<b>Telephone No. - N° de téléphone</b> (613) 297-1063 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<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**

Industrial Vehicles & Machinery Products Division

LEFTD - HS Division

140, O'Connor Street/  
140, rue O'Connor,

East Tower, 4th Floor/  
Tour Est, 4e étage

Ottawa

Ontario

K1A 0S5

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

**This solicitation cancels and supersedes solicitation W8476-196034/A which closed on 15/04/2019.**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Introduction**

The bid solicitation and resulting contract document is divided into six (6) 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments include the Annex A - Pricing, Annex B - Electronic Payment Instruments, Annex C - Federal Contractors Program for Employment Equity - Certification, the purchase description, and the technical information questionnaire.

### **1.2 Summary**

The Department of National Defence has a requirement to purchase thirty-two (2) Snowmobiles and ancillary items, in accordance with the Purchase Description for Sled, Self-Propelled, dated 1 November, 2018, and as described at Annex A - Pricing.

The requirement includes an option to purchase up to thirty-two (32) Snowmobiles 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-European Union Comprehensive Economic and Trade Agreement (CETA), and the Canadian Free Trade Agreement (CFTA).

### **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.

### **1.5 epost Connect Service**

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

The 2003 standard instructions is amended as follows:

- Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows:  
subsection 2. is deleted entirely and replaced with the following:

#### 2. epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation.
  - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is:

[tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca](mailto:tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca)

or, if applicable, the email address identified in the bid solicitation.

- ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
    - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
    - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
  - c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
  - d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
  - e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.

- f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
- g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:
  - i. receipt of a garbled, corrupted or incomplete bid;
  - ii. availability or condition of the epost Connect service;
  - iii. incompatibility between the sending and receiving equipment;
  - iv. delay in transmission or receipt of the bid;
  - v. failure of the Bidder to properly identify the bid;
  - vi. illegibility of the bid;
  - vii. security of bid data; or,
  - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the (Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (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 (2018-05-22) 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: 60 days  
Insert: 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.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

`tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca`

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

## **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.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. Bidders must provide their bid in a single transmission. The epost Connect service has the capacity to receive multiple documents, up to 1GB per individual attachment.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid

Section II: Financial Bid

Section III: Certifications

Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

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)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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) (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **Section I: Technical Bid**

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Bidders should submit, with their bid, the completed Technical Information Questionnaire.

#### **3.1.1 Substitutes and Alternatives**

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

1. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance will be considered for acceptance by the Technical Authority where the Bidder:
  - (a) Clearly identifies a substitute and/or an alternative;
  - (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
  - (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
  - (d) Provides complete specifications and brochures, where applicable;
  - (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
  - (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.
2. Substitutes and alternatives offered as equivalent in form, fit, function quality and performance will not be considered for acceptance by the Technical Authority if:
  - (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or
  - (b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.

3. Bidders are encouraged to offer or suggest green products whenever possible.

### **Section II: Financial Bid**

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

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

#### **3.1.2 Electronic Payment of Invoices – Bid**

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex B - Electronic Payment Instruments, to identify which ones are accepted.

If Annex B - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### **3.1.3 SACC Manual Clauses**

##### **3.1.3.1 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 <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, 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 <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, 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:

#### **3.1.4 Best Delivery Date – Bid**

##### **3.1.4.1 Firm Quantity**

While delivery of the equipment/vehicle is requested by 2019-07-30, the best delivery that could be offered is as follows:

Item 001 – Thirty-two (32) Snowmobiles and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

##### **3.1.4.2 Optional Quantity**

The best delivery that could be offered is as follows:

Item 002 - If an option is exercised, up to thirty-two (32) Snowmobiles and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days.

#### **3.1.5 Supplier Contacts**

Canada requests that Bidders provide the Contractor's Representative contact information in Part 6.

#### **3.1.6 After Sales Service**

Canada requests that the Bidder provide in Part 6 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.

#### **3.1.7 Manufacturer's Standard Warranty Period**

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of twelve (12) months. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

#### **3.1.8 Extended Warranty Period**

Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the minimum warranty period of twelve (12) months.

If yes, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any 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 Technical Evaluation**

##### **4.1.1.1 Mandatory Technical Criteria**

- (a) Bidders must demonstrate their compliance with all technical evaluation criteria detailed in the Technical Information Questionnaire, by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.
- (b) Bidders proposing substitutes and/or alternatives must submit with their bid, all the information detailed in Part 3, Section 1 - Substitutes and Alternatives to be considered for evaluation.

##### **4.1.2 Financial Evaluation**

Bidders must provide with their bid all financial information requested in the bid solicitation, at Annex A – Pricing, and in accordance with the Basis of Payment.

###### **4.1.2.1 Mandatory Financial Criteria for Firm Quantity**

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

###### **4.1.2.2 Mandatory Financial Criteria for Optional Quantity**

The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination (shipping cost extra), Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

The shipping cost will not be included in the financial evaluation.

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

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

- a) the firm prices for the firm quantity will be multiplied by their identified quantities to obtain the evaluated price of the firm quantity;
- b) the firm 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.

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## 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 Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<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 available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/canada/esdc/labour) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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

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 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

#### 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 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.

\_\_\_\_\_  
Bidder's 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.

Green Practices within the Bidders' organization	Insert a checkmark for each criterion that is met
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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.	

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

\_\_\_\_\_  
Date

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

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

### **6.1 Security Requirement**

There is no security requirement applicable to the Contract.

### **6.2 Requirement - Contract**

The Contractor must deliver thirty-two (32) Snowmobiles and ancillary items, in accordance with the Purchase Description for Sled, Self Propelled, dated 1 November, 2018 and at Annex A - Pricing.

An option is included to purchase up to thirty-two (32) Snowmobiles and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

#### **6.2.1 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.

#### **6.2.2 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.

### **6.3 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.

#### **6.3.1 General Conditions**

2010A (2018-06-21) General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

Delete subsection 2 in its entirety and replace it 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.

All other provisions of the warranty section remain in effect.

### **6.4 Term of Contract**

#### **6.4.1 Delivery Date**

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

##### **Firm Quantity**

Item 001 – Thirty-two (32) snowmobiles and ancillary items must be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

##### **Optional Quantity**

Item 002 - If the option is exercised, up to thirty-two (32) snowmobiles and ancillary items must be delivered within (to be inserted by PWGSC) weeks/calendar days after an option is exercised.

#### **6.4.2 Delivery Points**

Delivery of the requirement will be made to delivery point(s) specified at Annex A - Pricing of the Contract.

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Kevin Reynolds

Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
LEFTD - HS Division  
L'Esplanade Laurier (LEL) East Tower, 4th floor  
140, O'Connor Street, Ottawa (Ontario) K1A 0S5  
Telephone: 613 297-1063  
E-mail address: kevin.reynolds@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.

#### **6.5.2 Procurement Authority**

The Procurement Authority for the contract is:

To be inserted by PWGSC

DLP

National Defence Headquarters  
Mgen. George R. Pearkes Building  
101 Colonel By Drive  
Ottawa (Ontario) K1A 0K2  
Telephone:  
Facsimile:  
E-mail address:

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority; however, the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

#### **6.5.3 Technical Authority**

The Technical Authority for the Contract is:

To be inserted by PWGSC

National Defence Headquarters  
Mgen. George R. Pearkes Building  
101 Colonel By Drive  
Ottawa (Ontario) K1A 0K2  
Telephone:  
Facsimile:  
E-mail address:

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

#### **6.5.4 Contractor's Representative**

##### **General enquiries**

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

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

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

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

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

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

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

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

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

#### **6.5.5 After Sales Service**

The following dealer and/or agent is authorized to provide after sales service, maintenance and warranty repairs; and a full range of repair parts for the vehicle/equipment offered:

##### **Destination A: Winnipeg, Manitoba**

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

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

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

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

##### **Destination B: Bagotville, Quebec**

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

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

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

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

##### **Destination C: Greenwood, Nova Scotia**

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

**Destination D: Gander, Newfoundland**

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

**Destination E: Dundurn, Saskatchewan**

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

**Destination F: Trenton, Ontario**

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

**6.6 Payment**

**6.6.1 Basis of Payment**

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid as follows:

**6.6.1.1 Basis of Payment Type 1**

Firm 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, as specified in Annex A - Pricing.

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

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### 6.6.1.2 Basis of Payment Type 2

Firm prices in Canadian dollars, Delivered Duty Paid at destination (shipping cost extra in accordance with Basis of Payment Type 3), Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra, as specified in Annex A - Pricing.

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

### 6.6.1.3 Basis of Payment Type 3

The Contractor will be reimbursed the actual shipping cost from the Contractor's Canadian facility or the Contractor's Canadian distribution point to the final destination without any allowance for profit and/or administrative overhead, in Canadian dollars and Applicable Taxes extra.

## 6.6.2 Electronic Payment of Invoices

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);
- f. Large Value Transfer System (LVTS) (Over \$25M)

## 6.6.3 SACC Manual Clauses

SACC Reference	Title	Date
C6000C	Limitation of Price	2017-08-17
H1001C	Multiple Payments	2008-05-12
C3015C	Exchange Rate Fluctuation Adjustment	2017-08-17

## 6.7 Invoicing

### 6.7.1 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.

#### **6.7.2 Holdback**

Canada will apply a ten (10) percent holdback on any due payment for the vehicle/equipment/service (Items 1 and 2) until delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service.

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.

### **6.8 Certifications**

#### **6.8.1 Compliance**

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

#### **6.8.2 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 Employment and Social Development Canada (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.

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## 6.9 Applicable Laws - Contract

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

## 6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the 2010A (2018-06-21) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Pricing;
- (d) Purchase Description for Sled, Self Propelled, dated 1 November, 2018.
- (e) The Contractor's bid dated (to be inserted by PWGSC), as amended (to be inserted by PWGSC).

## 6.11 SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Vehicle Safety	2011-05-16
A9062C	Canadian Forces Site Regulations	2011-05-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2017-08-17
D5545C	ISO 9001:2008 Quality Management Systems - Requirements (QAC C)	2010-08-16
G1005C	Insurance	2016-01-28

## 6.12 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or 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.

## 6.13 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 the inspection authority or consignee at the final delivery location.

## 6.14 Shipping Instructions - Delivery at Destination

The Contractor must ship the goods prepaid DDP – Delivery Duty Paid (... named place of destination). 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.

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.

#### **6.15 Post-Contract Award Meeting**

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor must 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 a federal government 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.

#### **6.16 Progress Reports**

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

The Contractor must answer the following questions:

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

Each negative response must be supported with an explanation.

#### **6.17 Tools and Loose Equipment**

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

#### **6.18 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.

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## ANNEX A – PRICING

### Item 001 – Thirty-two (32) Snowmobiles (Firm Quantity)

The Contractor must deliver **thirty-two (32) Snowmobiles** and ancillary items, in accordance with the attached Purchase Description for Sled, Self-Propelled, dated 1 November, 2018.

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

#### Destination A

Thirteen (13) Snowmobiles and ancillary items must be delivered to:

17 WG Winnipeg  
Major Equipment Section  
17 Wing Winnipeg, MB, Bldg 129  
Logistics Bldg, Door 13  
Winnipeg, MB R3J 3Y5

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

Firm price of \$\_\_\_\_\_ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

#### Destination B

Three (3) Snowmobiles and ancillary items must be delivered to:

BFC Bagotville  
Major Equipment Section  
3 Ere BFC Bagotville  
Bagotville, Quebec GOV 1A0

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

Firm lot price of \$\_\_\_\_\_ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

**Destination C**

Three (3) Snowmobiles and ancillary items must be delivered to:

14 WG Greenwood  
Major Equipment Section  
14 Wing  
CFB Greenwood  
Greenwood, Nova Scotia B0P 1N0

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

Firm lot price of \$\_\_\_\_\_ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

**Destination D**

Nine (9) Snowmobiles and ancillary items must be delivered to:

9 WG Gander  
Major Equipment Section  
9 Wing  
CFB Gander  
Gander, Newfoundland A1X 1X1

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

Firm price of \$\_\_\_\_\_ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

**Destination E**

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

CFB Winnipeg Det Dundurn  
Major Equipment Section  
Dundurn Detachment  
Camp Dundurn Saskatchewan  
Dundurn Saskatchewan S0K 1K0

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

Firm price of \$\_\_\_\_\_ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

**Destination F**

Three (3) Snowmobiles and ancillary items must be delivered to:

8 WG Trenton  
Major Equipment Section  
8 Wing Supply Trenton  
46 Portage DR., Bldg 162  
Trenton, Ontario K0K 3W0

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

Firm price of \$\_\_\_\_\_ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

**Item 002 – Thirty-two (32) Snowmobiles (Optional Quantity)**

If this option is exercised, the Contractor must deliver up to thirty-two (32) Snowmobiles and ancillary items, in accordance with the attached Purchase Description Sled, Self- Propelled, dated 1 November, 2018.

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 6, Basis of Payment Type 2.

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

**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 PWGSC if an option is exercised)

The Snowmobiles and ancillary items must be delivered to:

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

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

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

Actual shipping cost of \$(to be inserted by PWGSC if an option is exercised) per vehicle/equipment, for transportation cost, Delivered Duty Paid (... named place of destination), in accordance with Part 6, 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, applicable Taxes are extra.

(Item 004 will not be included in the financial evaluation)

## **ANNEX B - ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);
- Large Value Transfer System (LVTS) (Over \$25M)

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### ANNEX C - 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-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)



**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.

## **ANNEX B**

### **PURCHASE DESCRIPTION FOR**

**SLED, SELF PROPELLED**

**2 PASS**

**4 STROKE GASOLINE ENGINE**

**ECC: 140336**

**NSN 2350-21-913-5452**

**1 Nov 2018**

**OPI/BPR: DSVPM 6 – DAVPS 6**

Issued on Authority of the Chief of the Defence Staff  
Publiée avec l'autorisation du chef d'état-major de la Défense

**Canada**

**2018 DND/MND Canada**

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## 1. SCOPE

1.1 **Scope** - This document covers the Purchase Description for Sled, Self-Propelled, two (2) passengers, equipped with a four (4) cycle gas engine, as described.

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

- a) Requirements, which are identified by the word "**must**", 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 "**must**" or "will" are not used, the information provided is for guidance only.
- d) In this document, "provided" **must** mean "supplied and installed".
- e) Where technical certification is referred to in this document, a copy of the certification or an acceptable Proof of Compliance **must** be supplied for the vehicle when requested by the Technical Authority (TA).
- f) Proof of compliance in either both metric and imperial system is accepted.

1.3 **Definitions** - The following definitions apply to the interpretation of this Purchase Description:

- a) "**Technical Authority**" (TA) - The government official responsible for technical content of this requirement.
- b) "**Equivalent**" - Substitutes and alternatives that are equivalent in product, performance or a standard will be considered for acceptance by the Technical Authority where Proof of Compliance for the requirement is provided.
- c) "**Vehicle**" – The entire vehicle including all systems and sub-systems, in a complete manufactured state in accordance with the requirements in this Purchase Description.
- d) "**5th percentile adult female**" – As defined in the Motor Vehicle Safety Regulations (C.R.C., c. 1038) a person having as physical characteristics a mass of 46.3 kg, height of 1499 mm, erect sitting height of 785 mm, normal sitting height of 752 mm, hip sitting breadth of 325 mm, hip sitting circumference of 925 mm, waist sitting circumference of 599 mm, chest depth of 191 mm, bust circumference of 775 mm, chest upper circumference of 757 mm, chest lower circumference of 676 mm, knee height of 455 mm, popliteal height of 356 mm, elbow rest height of 180 mm, thigh clearance height of 104 mm, buttock-to-knee length of 518 mm, buttock-to-poples length of 432 mm, elbow-to-elbow breadth of 312 mm and seat breadth of 312 mm.
- e) "**95th percentile adult male**" – As defined in the Motor Vehicle Safety Regulations (C.R.C., c. 1038) a person having as physical characteristics a mass of 97.5 kg, height of 1849 mm, erect sitting height of 965 mm, normal sitting height of 930 mm, hip sitting breadth of 419 mm, hip sitting circumference of 1199 mm, waist sitting circumference of 1080 mm, chest depth of 267 mm, chest circumference of 1130 mm, knee height of 594 mm, popliteal height of 490 mm, elbow rest height of 295 mm, thigh clearance height of 175 mm, buttock-to-knee length of 640 mm, buttock-to-poples length of 549 mm, elbow-to-elbow breadth of 506 mm and seat breadth of 404 mm.
- f) "**Gross Axle Weight Rating (GAWR)**" - The value specified by the vehicle manufacturer as the load-carrying capacity of a single axle system, as measured at the tire-ground interfaces.
- g) "**Gross Vehicle Weight Rating (GVWR)**" - The value specified by the vehicle manufacturer as the loaded weight of a single vehicle.

## 2. APPLICABLE DOCUMENTS

2.1 **Applicable Documents** - The following documents form part of this Purchase Description. The dates of issue are those in effect on the date of release of the RFP. Sources are as shown:

- i- **SAE Handbook**  
Society of Automotive Engineers Inc.  
400 Commonwealth Dr.  
Warrendale, PA 15096  
<http://www.sae.org>
- ii- **Canadian Motor Vehicle Safety Regulations (C.R.C., c. 1038)**  
Government of Canada / Transport Canada  
<http://www.tc.gc.ca/eng/acts-regulations/regulations-crc-c1038.htm>
- iii- **MIL-STD-810G** - Environmental Engineering Consideration and laboratory tests Military specifications

## 3. TECHNICAL REQUIREMENTS

All technical requirements will be included in the Technical Information Questionnaire (TIQ) and a proof of compliance **must** be supplied by the bidders.

### 3.1 Standard Design

- a) **Latest Model** - The vehicle/equipment **must** be the manufacturer's latest model.
- b) **Industry Acceptability** - The vehicle/equipment design **must** have demonstrated industry acceptability by having been manufactured and sold commercially for at least three (3) years, or be manufactured by a company that has at least 5 years' experience in design and manufacturing of a comparable type of equipment of equivalent or greater complexity.
- c) **Regulations** - The vehicle/equipment **must** 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. International equivalent laws, regulations, and industrial standards will be accepted only if certified for equivalency by a professional engineer.
- d) **Published Ratings** – The vehicle/equipment **must** have system and component capacities equivalent to published ratings (i.e. product or component brochures).
- e) **Standard Components** – The vehicle/equipment **must** include all standard components, equipment and accessories for the model offered, although they may not be specifically described in this Purchase Description.
- f) **Spare Parts** – The manufacturer **must** select components readily available for minimum of (10) years from the date of purchase.

### 3.2 Operating Conditions

#### 3.2.1 Weather

- a) The vehicle/equipment **must** be capable of operating under low temperature of -37°C (-35°F) as per DESIGN type Cold (C2) from method 502.5 of the MIL-STD-810G

#### 3.2.2 Terrain – The vehicle/equipment **must** without tow be capable of;

- a) Being operated off-road across the four different and very diverse climate regions of Canada. Terrain conditions include winter operations on deep snow, pack snow and ice.

### **3.3 Safety Standards**

#### **3.3.1 Vehicle Safety Regulations**

a) The vehicle/equipment **must** comply with the Motor Vehicle Safety Regulations (C.R.C., c. 1038).

#### **3.3.2 Human Factors Engineering – The vehicle/equipment **must**:**

- a) Be manufactured/assembled for safety and ease of use by the CAF users with anthropometric characteristic measurements ranging from 95<sup>th</sup> percentile male to 5<sup>th</sup> percentile female;
- b) Have entry and exit points equipped with handles and steps sized and positioned to accommodate CAF users with anthropometric characteristic measurement ranging from 95<sup>th</sup> percentile male to 5<sup>th</sup> percentile female; and
- c) Be equipped with warning and instructions labels, grab handles and heat shields, for operator and passenger safety.

### **3.4 VEHICLE DIMENSION**

#### **3.4.1 Dimensions – The following **must** be provided:**

- a) A minimum track width of 600 mm (23.6 in);
- b) A minimum track length of 3960 mm (156 in); and
- c) A minimum ski stance of 890 mm (35 in).

### **3.5 CHASSIS AND POWER TRAIN SYSTEMS**

#### **3.5.1 Engine Systems - The following **must** be provided:**

- a) The engine displacement is at least 890 cc;
- b) The engine is liquid cooled;
- c) The engine has a minimum of two (2) cylinders;
- d) The engine is a four (4) strokes engine; and
- e) Engine fuel type is unleaded regular gasoline.

#### **3.5.2 Fuel Tank - The following **must** be provided:**

- a) The main fuel tank has a minimum capacity of 42 liters (11.09 gal); and
- b) The main fuel tank indicates the use of gasoline fuel only on the fuel tank cap in English and French and/or stamped close to the fuel cap.

#### **3.5.3 Transmission - The following **must** be provided:**

- a) A minimum of two (2) forward gears (Hi/Low range) and one (1) reverse gear.

#### **3.5.4 Brakes - The following **must** be provided:**

- a) Hydraulic disc brakes; and
- b) A parking brake.

3.5.5 **Suspension** - The following **must** be provided:

- a) A telescopic front suspension with a travel of at least 140 mm (5.5 in); and
- b) A minimum rear suspension travel of at least 230 mm (9.0 in).

3.5.6 **Towing Capacity** - The following **must** be provided:

- a) The vehicle / equipment **must** be capable of being operated while towing a minimum load of 453.5 kg (1000 lbs.).

### **3.6 BODY SYSTEMS**

3.6.1 **Body Features** - The following **must** be provided:

- a) Front and rear bumper.

3.6.2 **Seating and Driver/Passenger Compartment** - The following **must** be provided:

- a) 2-up style seating with passenger handholds
- b) Seat back rest for passenger;
- c) A windshield with a minimum height of 337 mm (15 in) to a maximum of 540 mm (24 in); and
- d) Mirrors on each side of the vehicle cab or windshield.

3.6.3 **Controls and Instruments** - The following **must** be provided:

- a) Electrical starter;
- b) Speedometer;
- c) Fuel gauge;
- d) Heated throttle lever and grips; and
- e) A tether switch to turn off the engine and/or to stop the vehicle in the event that the operator falls off during operation.

### **3.7 ELECTRICAL SYSTEMS**

3.7.1 **Electrical** - The following **must** be provided:

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

### **3.8 MISCELLANEOUS**

3.8.1 **Special Equipment** - The following **must** be provided:

- a) Ski width with plastic liners of minimum 254 mm (10 in) with carbide runners; and
- b) 50 mm (2 in) rear mounted hinged hitch plate.

### 3.8.2 **Lubricants and Fluids**

- a) All lubricants and fluids provided **must** meet the operating conditions specified in Section 3.2.1.

### 3.8.3 **Warning, Markings and Instruction Plates**

- a) All identification, instructional, and warnings labels **must** be bilingual or international symbols defined in SAE J1362.
- b) All identification, instructional, and warning labels **must** be within view of the operator.
- c) All indicators and controls **must** be permanently labeled.

### 3.8.4 **Vehicle Identification** - The following information **must** be provided as a minimum, permanently marked and in a conspicuous and protected location:

- a) The cab and chassis manufacturer's name, model number, serial number, and model year;
- b) The body manufacturer's model and serial number;
- c) The equipment manufacturer's model and serial number; and
- d) Dry weight.

## **4 INTEGRATED LOGISTIC SUPPORT**

### **4.1 Vehicle Manuals** – All manuals required for the description, operation, maintenance and repair of the complete equipment, including sub-systems, **must** be provided.

#### **4.1.1 Operator's Manuals**

- a) Operator's manuals **must** be bilingual (English/French).
- b) The operator's manuals **must** include instructions for the safe operation of the vehicle.
- c) The operator's manuals **must** include daily operator maintenance instructions/checks (including lubrication).
- d) The operator's manuals **must** include safety warnings.

#### **4.1.2 Parts Manual**

- a) The parts manual(s) **must** be in English (bilingual is desirable).
- b) The parts manual **must** have illustrations showing all components of the vehicle/equipment including and accessories from other manufacturers that is supplied for the requirement of the contact and have numbers for the itemization of the parts.
- c) The parts manual **must** have a listing for all itemized manufacturer's parts showing the manufacturers part number of the illustration, the part name and a brief description of the item.
- d) The parts manual **must** have a cross reference relating the manufacturer part number to the correct figure and item number.
- e) The parts manual **must** have a representation of bilingual warning signs and identification labels delivered on the equipment.

#### **4.1.3 Maintenance Manuals**

- a) The maintenance manual **must** be in English (bilingual is desirable).
- b) The maintenance manual **must** include a trouble shooting guide; showing the steps and tests required to determine the exact cause of a problem and an explanation of what steps would be required to correct a problem.
- c) The maintenance manual **must** include a listing of the necessary tolerances, torque levels, fluid volumes required and a section listing any special tools (including part numbers).
- d) The maintenance manual **must** include information on the order of disassembly and assembly of the systems and components of the vehicle.
- e) The maintenance manual **must** include complete wiring diagrams.
- f) The maintenance manual **must** include special tools lists as per paragraph 4.3.4

#### 4.1.4 **Manual Delivery to Technical Authority**

- a) The contractor **must** submit sample manuals to the Technical Authority (TA) prior to the delivery of the vehicle/equipment for each model or sub-system for approval as specified above. Sample manuals will not be returned. TA will provide approval or comments on the manuals within 30 days.
- b) One (1) complete set of approved manuals (Operator's, Maintenance and Parts) in electronic format **must** be delivered to the Technical Authority.

#### 4.1.5 **Manual Delivery with Vehicle**

- a) One (1) set of Operator manual **must** accompany each vehicle shipped.
- b) One (1) set of Maintenance manual and one (set) of Parts manual **must** be shipped to each location.
- c) The manuals **must** be in paper and electronic format.

#### 4.1.6 **Electronic Format**

- a) Approved copies of the electronic format manuals **must** be delivered on CD/DVD-ROM.
- b) CD/DVD-ROM **must not** require installation, password and/or Internet connection to be accessed and be an unlocked PDF in a searchable format.

#### 4.1.7 **Provisional Manuals**

- a) In the event that approved manuals are not available at the time of delivery of the equipment, manuals marked "Provisional" **must** be supplied with the equipment.
- b) The contractor **must** deliver replacement approved manuals to all destinations where Provisional manuals were delivered.

#### 4.1.8 **Manual Supplements**

- a) The contractor **must** supply manual supplements (Operator's, Maintenance and Parts) to support dealer-installed equipment not covered in the Vehicle Manuals.
- b) Manual supplements **must** be delivered in accordance with 4.1.4 and 4.1.5.

4.1.9 **Translation and Reproduction Rights** - The Canadian Government **must** reserve the right to translate and reproduce, for Government use only, all or any part of the publications supplied, including the training packages delivered against the contract agreement.

#### 4.2 **Warranty Letter**

- a) The warranty letter **must** include a list of the closest designated warranty provider and other designated warranty providers across Canada that will honour the warranty for the equipment and attachments (if applicable) procured under this contract, including the contact person and phone number at each service provider.
- b) The warranty letter **must** include additional warranty coverage of sub-systems and a copy of the warranty letter from each sub-system's Original Equipment Manufacturer (OEM).
- c) The warranty letter **must** include warranty period as negotiated in the contract.
- d) The warranty letter **must** include Contractor contact information, name and phone number, for warranty support

4.2.1 **Warranty Letter Delivery** – The contractor **must** provide a bilingual warranty letter to the Technical Authority and with each vehicle. If the Technical Authority requires the letter to be in DND format, then they will provide the Contractor a template for the DND acceptable format of the warranty letter.

4.3 **Other ILS Deliverables to Technical Authority** - The following deliverables **must** be provided in electronic format prior to the delivery of the last vehicle.

4.3.1 **Data Summary** – The Contractor **must** provide a bilingual Data Summary for each make/model/configuration of vehicle by completing Technical Authority's template with data and a vehicle/equipment picture.

4.3.2 **Special Tools Lists** – The contractor **must** provide an itemized list of specific tools required for the servicing, repair and diagnostics of the vehicle/equipment procured under this contract and include:

- a) Item name;
- b) Manufacturer's part number (OEM);
- c) Quantity recommended per delivery location;
- d) Contractor's part number;
- e) Unit price; and
- f) Unit of issue.

4.3.3 **Preventive Maintenance Replacement Parts Kit Lists (PMRPKL)** – The contractor **must** provide a list detailing the parts that are required to perform preventive maintenance to the system for a period of 12 months, and include:

- a) Item name;
- b) Contractor's part number
- c) Manufacturer's part number;
- d) Manufacturer's NATO Supply code (NCAGE) or name and address;
- e) NSN (NATO Stock Number) (if known);

- f) Quantity per equipment;
- g) Quantity recommended;
- h) Unit price; and
- i) Unit of issue.

4.3.4 **Recommended Spare Parts Lists** - The contractor **must** provide a list detailing the spare parts deemed necessary to maintain the vehicle/equipment for a period of 12 months exclusive of any warranty period and include:

- a) Part description;
- b) Original Equipment Manufacturer;
- c) Original Equipment Manufacturer Part Number;
- d) Suggested quantity; and
- e) Unit cost.

**4.4 Safety Recalls and Servicing Data** – Safety Recalls and manufacturer's technical service bulletin's, or equivalent **must** be provided to the Technical Authority and the final delivery locations on a continuing basis, throughout the life expectancy of the vehicle/equipment or for no less than 10 years.

**4.5 Initial Parts Kit**

- a) One initial parts kit **must** be delivered with each vehicle/equipment.
- b) Each kit **must** include a complete set of filters and filter elements, belts and spark plugs from the Original Equipment Manufacturer (OEM) required for the first 12 months of initial servicing.

**4.6 Items to be provided with Each Vehicle**

4.6.1 **Keys** - 2 sets of keys per vehicle **must** be provided.

4.6.2 **Tools** - The following **must** be provided:

- a) A basic tool kit provided stored with each vehicle; and
- b) The tools are stored in a container or bag and include, as a minimum, tools specific to the vehicle for operator roadside maintenance.

**4.7 Vehicle Delivery Condition** - The vehicle **must** be delivered to destination in a fully operational condition (serviced and adjusted) and both the interior and exterior must be cleaned. The vehicle **must** be fully assembly for delivery at destination. For shipment verification, all items such as tools, equipment and accessories, which are shipped loose with the equipment, **must** be listed on the shipping certificate or to an attached packing note.



## APPENDIX 1

### Sled, Self-Propelled 2 Pass, 4 Stroke Gasoline Engine Equipment Configuration Code (ECC) 140336

#### TECHNICAL INFORMATION QUESTIONNAIRE

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

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

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

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

#### CONTRACTOR INFORMATION

**Company Name:**

**Manufacturer's Name:**

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

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

#### COMPLIANCE

Equipment provided complies with all specified requirements? YES  NO

#### Equivalents

Are **Equivalents** provided for any of the requirements in the Purchase Description? YES  NO

If yes, please identify all **Equivalents** below and indicate where in the proposal related information can be found:

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**Sled, Self-Propelled  
2 Pass, 4 Stroke Gasoline Engine  
ECC 140336**

**TECHNICAL INFORMATION QUESTIONNAIRE**

Proposed Make- \_\_\_\_\_ Model- \_\_\_\_\_ Year- \_\_\_\_\_

**PURCHASE DESCRIPTION PARAGRAPHS**

**3.1 Standard Design – Proof of Compliance must be provided:**

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

- a) The Bidder **must** provide the manufacturer's latest model.  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- b) The bidder **must** provide client information for industry acceptability and/or experience as specified in the purchase description.

Client information **must** include:

- Client name and location
- Year completed
- Lists of make(s) and model(s)

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

**3.4.1 Dimensions - Proof of Compliance must be provided:**

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

- a) A minimum track width of 600 mm (23.6 in); and  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- b) A minimum track length of 3960 mm (156 in).  
Document: \_\_\_\_\_ Page: \_\_\_\_\_

**3.5.1 Engine Systems - Proof of Compliance must be provided:**

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

- a) The engine displacement is at least 890 cc;  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- d) The engine is a four (4) stroke;  
Document: \_\_\_\_\_ Page: \_\_\_\_\_

**3.5.5 Suspension - Proof of Compliance must be provided:**

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

- a) A telescopic front suspension with a travel of at least 140 mm (5.5 in); and  
Document: \_\_\_\_\_ Page: \_\_\_\_\_
- b) A minimum rear suspension travel of 230 mm (9.0 in).

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

**3.5.6 Towing Capacity – Proof of Compliance *must* be provided:**

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

- a) Towing capacity of a minimum load of 453.5 kg (1000 lbs).  
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 ***must*** provide detailed information on each performance requirement and/or specification. Where a document submitted as Proof of Compliance does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications ***must*** be provided. The certificate ***must*** detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.