



**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

LEFTD - HS Division

140, O'Connor Street/

140, rue O'Connor,

East Tower, 4th Floor/

Tour Est, 4e étage

Ottawa

Ontario

K1A 0S5

Title - Sujet 163 X All-Terrain Vehicles	
Solicitation No. - N° de l'invitation W8476-206164/A	Date 2019-10-17
Client Reference No. - N° de référence du client W8476-206164	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-655-77881	
File No. - N° de dossier hs655.W8476-206164	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-11-27	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Nolet, Josée	Buyer Id - Id de l'acheteur hs655
Telephone No. - N° de téléphone (613) 296-9348 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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PART 1 - GENERAL INFORMATION

1.1 Introduction

The bid solicitation and resulting contract document is divided into 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 – Purchase Description, Annex C – Technical Information Questionnaire (TIQ), Annex D - Electronic Payment Instruments and Annex E - Federal Contractors Program for Employment Equity - Certification.

1.2 Summary

The Department of National Defence has a requirement to purchase one hundred and sixty-three (163) All-Terrain Vehicles (ATVs) and ancillary items, in accordance with the Purchase Description for All-Terrain Vehicle dated June 1st, 2019 and as described at Annex A - Pricing.

The requirement includes an option to purchase up to one hundred and sixty-three (163) All-Terrain Vehicles (ATVs) 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 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

1.6 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 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

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](https://buyandsell.gc.ca/policy-and-guidelines/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 (2019-03-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: 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.

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. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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 mandatory delivery of the equipment/vehicle is requested by May 20th, 2020, the best delivery that could be offered is as follows:

Item 001

Destination 001 – CFB Borden – Sixteen (16) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Destination 002 – ASU Calgary Supply – Five (5) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Destination 003 – ASU Chilliwack – Four (4) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Destination 004 – CFB ASU SUP Edmonton – Thirty-six (36) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Destination 005 – 3 ASG Gagetown Supply Company – Nine (9) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Destination 006 – CFB/ASU Kingston – Three (3) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Destination 007 – LFCA TC Meaford – Four (4) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Destination 008 – CFB ASU Petawawa – One (1) All-Terrain Vehicle (ATV) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Destination 009 – CFB ASU Shilo – Six (6) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Destination 010 – CFB Montreal Garrison – Seven (7) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Destination 011 – CFB Suffield – Three (3) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Destination 012 – BFC USS Valcartier – Five (5) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Destination 013 – CFB/ASU Wainwright – Five (5) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Destination 014 – 17 WG Winnipeg – Nineteen (19) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Destination 015 – CFNA Yellowknife – Seventeen (17) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Destination 016 – CFB Montreal Garrison – Twenty-three (23) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

3.1.4.2 Mandatory Delivery

Bidder must propose delivery dates that meet the mandatory delivery date found in paragraph 3.1.4.1. If the delivery date proposed does not meet the requirements of the bid solicitation, the bid will be declared non-responsive.

3.1.4.3 Optional Quantity

The best delivery that could be offered is as follows:

Item 002

If an option is exercised, up to one hundred and sixty-three (163) All-Terrain Vehicles (ATVs) 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 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.

3.1.8 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 or 2000 hours of usage, whichever comes first (as indicated in the requisition).

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.
- (c) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 (2018-07-19) General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.

- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2019-03-04) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right, or in the circumstances described in subsection (c).
- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 (2018-03-13) Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.

- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 (2018-03-13) Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit

any response to the CAR.

- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.

- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 (2018-03-13) Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

- (a) Bidders must demonstrate their compliance with all mandatory technical 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.

(c) The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.1.3 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.

4.1.3.1 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.

4.1.3.2 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.

4.1.4 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 their identified estimated quantities 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.

Only one (1) contract may be awarded.

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 property 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/programs/employment-equity/federal-contractor-program.html#s4) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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
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 provide one hundred and sixty-three (163) All-Terrain Vehicles (ATVs) and ancillary items in accordance with the Purchase Description for All-Terrain Vehicle dated June 1st, 2019 and at Annex A - Pricing.

An option is included to purchase up to one hundred and sixty-three (163) All-Terrain Vehicles (ATVs) 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) (<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.

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 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:

Item 001 - Firm Quantity

Destination 001 – CFB Borden – Sixteen (16) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Destination 002 – ASU Calgary Supply – Five (5) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Destination 003 – ASU Chilliwack – Four (4) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Destination 004 – CFB ASU SUP Edmonton – Thirty-six (36) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Destination 005 – 3 ASG Gagetown Supply Company – Nine (9) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Destination 006 – CFB/ASU Kingston – Three (3) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Destination 007 – LFCA TC Meaford – Four (4) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Destination 008 – CFB ASU Petawawa – One (1) All-Terrain Vehicle (ATV) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Destination 009 – CFB ASU Shilo – Six (6) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Destination 010 – CFB Montreal Garrison – Seven (7) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Destination 011 – CFB Suffield – Three (3) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Destination 012 – BFC USS Valcartier – Five (5) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Destination 013 – CFB/ASU Wainwright – Five (5) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Destination 014 – 17 WG Winnipeg – Nineteen (19) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Destination 015 – CFNA Yellowknife – Seventeen (17) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Destination 016 – CFB Montreal Garrison – Twenty-three (23) All-Terrain Vehicles (ATVs) and ancillary items will be delivered within (to be inserted by PWGSC) weeks/calendar days from the effective date of the contract.

Item 002 - Optional Quantity

If the option is exercised, up to one hundred and sixty-three (163) All-Terrain Vehicles (ATVs) 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:

Josée Nolet
Supply Team Leader
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: 613 296-9348
E-mail address: josee.nolet@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 001 – CFB Borden

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

Name: _____
Address: _____
Telephone No.: _____

Destination 002 – ASU Calgary Supply

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

Name: _____
Address: _____
Telephone No.: _____

Destination 003 – ASU Chilliwack

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

Name: _____
Address: _____
Telephone No.: _____

Destination 004 – CFB ASU SUP Edmonton

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

Name: _____
Address: _____
Telephone No.: _____

Destination 005 – 3 ASG Gagetown Supply Company

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

Name: _____
Address: _____
Telephone No.: _____

Destination 006 – CFB/ASU Kingston

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

Name: _____
Address: _____
Telephone No.: _____

Destination 007 – LFCA TC Meaford

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

Name: _____
Address: _____
Telephone No.: _____

Destination 008 – CFB ASU Petawawa

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

Name: _____
Address: _____
Telephone No.: _____

Destination 009 – CFB ASU Shilo

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

Name: _____
Address: _____
Telephone No.: _____

Destination 010 – CFB Montreal Garrison

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

Name: _____
Address: _____
Telephone No.: _____

Destination 011 – CFB Suffield

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

Name: _____
Address: _____
Telephone No.: _____

Destination 012 – CFB USS Valcartier

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

Name: _____
Address: _____
Telephone No.: _____

Destination 013 – CFB/ASU Wainwright

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

Name: _____
Address: _____
Telephone No.: _____

Destination 014 – 17 WG Winnipeg

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

Name: _____
Address: _____
Telephone No.: _____

Destination 015 – CFNA Yellowknife

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

Name: _____

Address: _____

Telephone No.: _____

Destination 016 – CFB Montreal Garrison

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).

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 all vehicles until delivery, inspection and acceptance of all ancillary items related to such vehicle.

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.

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 All-Terrain Vehicles, dated 2019-06-01;
- (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
B5007C	Procedures for Design Change or Additional Work	2010-01-11

C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2017-08-17
D2000C	Marking	2007-11-30
D2001C	Labelling	2007-11-30
D2025C	Wood packaging materials	2017-08-17
D3010C	Delivery of Dangerous Goods/Hazardous Products	2016-01-28
D5545C	ISO 9001:2015 Quality Management Systems – Requirements (QAC C)	2019-05-30
D6010C	Palletization	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
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.

6.13.1 Special Instructions for Preparation for Delivery for 23 units in CFB Montreal

a) The 23 ATVs for delivery to CFB Montreal must be crated. The crates must be built strong enough to be able to be stacked a maximum of 3 crates high, with ATVs in the crates. The bottom of each crate requires a forklift pocket or slot for a forklift's forks in order to facilitate movement and stacking of the crates in a safe manner. Additionally, DND requires each crate to be wrapped in protective sheeting (preferably plastic) to protect the ATVs if stowed on the upper deck of a ship. The wrapped crates must have small ventilation holes spaced around the upper perimeter of the crates to allow for escape of humidity from within the crates. The warning "Do not stack more than 3 high" is to be stenciled on both sides of the crates where the forklift fork pockets are located. DND requests that the ATVs are to be shipped complete in ready-to-use condition, with no assembly required at destination.

b) The NVIS forms and VIN's must be clearly readable from the exterior of each crate. DND suggests a transparent pouch or document holder to be affixed on the exterior of each crate. Additionally, each crate or pouch / document holder is to be numbered sequentially from 1 to 23 in order to track the crates while in storage. The numbers should be large enough to be easily distinguished from at least 5 meters distance from each crate.

c) The 23 ATVs for delivery to CFB Montreal must be purged of all gasoline only, once initial PDI run ups have been completed, as these units will potentially be in long term storage. A purge certificate must be affixed to the exterior of each crate.

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 Delivery and Unloading

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

6.16 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.

6.17 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.

6.18 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.

6.19 Assembly/Preparation at Delivery

If assembly/preparation is required at delivery, the Contractor must contact the Contracting Authority to make arrangements. If required, 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.

6.20 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 (ATVs) (Firm Quantity)

The Contractor must provide and deliver one hundred and sixty-three (163) All-Terrain Vehicles (ATVs) and ancillary items such as but not limited to vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letter(s) and Initial Parts Kits, in accordance with the attached Purchase Description for All-Terrain Vehicle dated June 1st, 2019.

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

Destination 001

Sixteen (16) All-Terrain Vehicles (ATVs) and ancillary items must be delivered to:

CFB Borden
Major Equipment Section, Building O-111
Borden (ON) L0M 1C0

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 002

Five (5) All-Terrain Vehicles (ATVs) and ancillary items must be delivered to:

ASU Calgary Supply
Major Equipment
General Sir Arthur Currie Building
4225, Crowchild Trail SW
Calgary (AB) T3E 1T8

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 003

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

ASU Chilliwack
Major Equipment Section
Chilliwack (BC) V2R 5P2

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 004

Thirty-six (36) All-Terrain Vehicles (ATVs) and ancillary items must be delivered to:

CFB ASU SUP Edmonton
Major Equipment Section
Replenishment Company (CMTT)
107 Street & 137 Avenue Bldg C8
Edmonton (AB) T5J 4J5

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 005

Nine (9) All-Terrain Vehicles (ATVs) and ancillary items must be delivered to:

3 ASG Gagetown Supply Company
Major Equipment Section – BLDG B10
CFB Gagetown
Oromocto (NB) E2V 4J5

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 006

Three (3) All-Terrain Vehicles (ATVs) and ancillary items must be delivered to:

CFB/ASU Kingston
Major Equipment Section
CFB Kingston
5, Somme Avenue – Bldg C36
Kingston (ON) K7K 5L0

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 007

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

LFCA TC Meaford
Major Equipment Section
Supply Section
General Sir Arthur Currie Building
4225, Crowchild Trail SW
Calgary (AB) T3E 1T8

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 008

One (1) All-Terrain Vehicle (ATV) and ancillary items must be delivered to:

CFB ASU Petawawa
Major Equipment Section
CFB Petawawa
Petawawa (ON) K8H 2X3

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 009

Six (6) All-Terrain Vehicles (ATVs) and ancillary items must be delivered to:

CFB ASU Shilo
Major Equipment Section
Base Supply C-101
CFB Shilo
Shilo (MB) R0K 2A0

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 010

Seven (7) All-Terrain Vehicles (ATVs) and ancillary items must be delivered to:

CFB Montreal Garrison
Major Equipment Section / Fleet Manager
Transport Section, Bldg 7 South
6363, rue Notre-Dame East
Montreal (QC) H1N 3V9

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 011

Three (3) All-Terrain Vehicles (ATVs) and ancillary items must be delivered to:

CFB Suffield
Base Supply Section
CFB Suffield
Suffield (AB) T0J 2N0

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 012

Five (5) All-Terrain Vehicles (ATVs) and ancillary items must be delivered to:

CFB USS Valcartier
Major Equipment Section
BAT. 188 (PON COMB)
Garrison Valcartier
Courcelette (QC) G0A 4Z0

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 013

Five (5) All-Terrain Vehicles (ATVs) and ancillary items must be delivered to:

Major Equipment Section – Bldg 593
CFB/ASU Wainwright
Denwood (AB)

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 014

Nineteen (19) All-Terrain Vehicles (ATVs) and ancillary items must be delivered to:

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

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 015

Seventeen (17) All-Terrain Vehicles (ATVs) and ancillary items must be delivered to:

CFNA Yellowknife
Operational Support Command
FOL Site Bay 2
Yellowknife (NT) X1A 2R3

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 016

Twenty-three (23) All-Terrain Vehicles (ATVs) and ancillary items must be delivered to:

CFB Montreal Garrison
Section Équipements Majeurs / Fleet Manager
Transport Section, Bldg 7 South
6363, rue Notre-Dame East
Montreal (QC) H1N 3V9

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.

Item 002 – All-Terrain Vehicles (ATVs) (Optional Quantity)

If this option is exercised, the Contractor must deliver up to one hundred and sixty-three (163) All-Terrain Vehicles (ATVs) and ancillary items such as but not limited to vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letter(s) and Initial Parts Kits in accordance with the attached Purchase Description for All-Terrain Vehicle (ATVs) dated June 1st, 2019.

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

Item 003 - Transportation Cost (Optional Quantities)

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

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

The All-Terrain Vehicle(s) 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 – PURCHASE DESCRIPTION FOR ALL-TERRAIN VEHICLES

Please see document attached.

ANNEX C – TECHNICAL INFORMATION QUESTIONNAIRE

Please see document attached.

ANNEX D - 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)

ANNEX E - 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)



National Défense
Defence nationale



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

All –Terrain Vehicle (ATV) Two (2) Passenger

4 Wheel Drive

4 Stroke Gasoline Engine

ECC: 140349

1 Jun 2019

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

2019 DND/MND Canada

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1. SCOPE

1.1 Scope - This document covers the Purchase Description for All-Terrain Vehicles, 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.
- 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- **Motor Vehicle Safety Regulations (MVSR)**
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 the contract.

3.2 **Operating Conditions**

3.2.1 **Weather**

- a) The vehicle/equipment **must** operate under the extremes of weather found in Canada in temperatures ranging from -30°C to 37°C (-22°F to 99°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;

- a) To operate off-road across the four different and very diverse climate regions of Canada. Operate in all terrain conditions (i.e. construction sites, open fields and dirt tracks). Terrain conditions shall include year round operations on snow, mud, sand 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, all systems, and components **must**:

- a) Be manufactured/assembled for safety and ease of use by the CAF users with anthropometric characteristic measurements ranging from 95th percentile male to 5th 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 95th percentile male to 5th percentile female; and
- c) Be equipped with warning and instructions labels, grab handles and heat shields, for operator and passenger safety.

3.4 VEHICLE DIMENSIONS

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

- a) Min length of 2232 mm (80 in);
- b) Min width of 1117 mm (44 in);
- c) Min Height of 1168 mm (46 in); and
- d) A minimum ground clearance 267 mm (10.5 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 640cc;
- b) A liquid cooled engine;
- c) Electronic Fuel Injection;
- d) A four (4) stroke 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 19 liters (5.0 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) Automatic transmission with Park, Reverse, Neutral, Low, High (P/R/N/L/H); and
- b) Selectable 2WD and 4WD.

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

- a) Front and rear hydraulic disc brakes.

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

- a) Front and rear independent suspension with minimum travel of 203 mm (8 in).

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

- a) The vehicle / equipment **must** operate while towing a minimum load of 590 kg (1300 lbs.).

3.6 BODY SYSTEMS

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

- a) A front and rear bumper;
- b) A front and rear cargo rack; and
- c) Rearview mirrors mounted on the left and right hand side on handlebars.

3.6.2 **Seating** - The following **must** be provided:

- a) Seating for 2 persons with backrest for passenger; and
- b) Hand grips for passenger on each side of seat.

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

- a) Speedometer;
- b) Odometer;
- c) Fuel gauge;
- d) Hour meter;
- e) Gear position and 4x4 indicators; and
- f) Hand warmer.

3.7 ELECTRICAL SYSTEMS

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

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

3.8 MISCELLANEOUS

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

- a) Heavy duty all-purpose tires (front and rear); and
- b) A 5.08 cm (2 in) rear receiver hitch;

3.8.2 **Color** – The following must be provided;

- a) The vehicle must be a manufacturer standard color.

3.8.3 **Lubricants and Fluids**

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

3.8.4 **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.

3.8.5 **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 4.3.2

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. 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 honor 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 and repair 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 from the Original Equipment Manufacturer (OEM) required in the first 12 months of service.

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 assembled 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.



ANNEX C

**All-Terrain Vehicles, Two (2) Passenger
4 Wheel Drive
4 Stroke Gasoline Engine
Equipment Configuration Code (ECC): 140349**

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:

**All-Terrain Vehicles, Two (2) Passenger
4 Wheel Drive
4 Stroke Gasoline Engine
Equipment Configuration Code (ECC): 140349**

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:

- d) Min ground clearance 267 mm (10.5 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 640cc
Document: _____ Page: _____
- b) A liquid cooled engine;
Document: _____ Page: _____
- d) The engine is a four (4) stroke
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 590 kg (1300 lbs).
Document: _____ Page: _____

3.6.1 **Body Features** – Proof of Compliance **must** be provided:

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

- a) A front and rear bumper;
Document: _____ Page: _____
- b) A front and rear cargo rack; and
Document: _____ Page: _____

3.6.2 **Seating** – Proof of Compliance **must** be provided:

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

- a) Seating for 2 persons with backrest for passenger; and
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.