



**RETURN BIDS TO:**  
**RETOURNER LES SOUMISSIONS À:**  
PWGSC/TPSGC Acquisitions Bid Receiving  
Box/Boîte de Réception des Soumissions  
Bid Receiving Box/Boîte de Récepti  
1st Floor/1ère étage, Suite 1212  
100-1045 Main Street  
Moncton  
New Brunswick  
E1C 1H1  
Bid Fax: (506) 851-6759

**REQUEST FOR PROPOSAL**  
**DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

**Comments - Commentaires**

<b>Title - Sujet</b> ATV/UTV Rental Location véhicules tout-terrain et/ou côte à côte	
<b>Solicitation No. - N° de l'invitation</b> W2037-220029/A	<b>Date</b> 2021-07-21
<b>Client Reference No. - N° de référence du client</b> W2037-220029	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$MCT-043-6025	
<b>File No. - N° de dossier</b> MCT-1-44022 (043)	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> Atlantic Daylight Saving Time ADT <b>on - le 2021-08-05</b> Heure Avancée de l'Atlantique HAA	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Beausoleil (MCT), Timothee	<b>Buyer Id - Id de l'acheteur</b> mct043
<b>Telephone No. - N° de téléphone</b> (902) 388-8377 ( )	<b>FAX No. - N° de FAX</b> (506) 851-6759
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> DEPARTMENT OF NATIONAL DEFENCE ROYAL CANADIAN ARMOURED (RCACS) BLDG J7 DOOR 31 5 CDSB GAGETOWN OROMOCTO New Brunswick E2V4J5 Canada	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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

**Issuing Office - Bureau de distribution**

Acquisitions NB/PEI (Moncton Office) – Bureau  
d'acquisitions N.-B./Î.-P.-É. (Moncton)  
1045 Main Street / 1045, rue Main  
Moncton  
New Bruns  
E1C 1H1

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

**November 2020 Medium Complexity Bid Solicitation and Resulting Contract Template (MC)**

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File No. - N° du dossier  
MCT-1-44022

Buyer ID - Id de l'acheteur  
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COMPLETE LIST OF EACH INDIVIDUAL WHO ARE CURRENTLY DIRECTORS AND/OR OWNERS  
OF THE BIDDER.....22

## **PART 1 - GENERAL INFORMATION**

### **1.1 Security Requirements**

There are no security requirements.

### **1.2 Statement of Requirement**

Public Services and Procurement Canada (PSPC), on behalf of the Department of National Defense (DND), requires a supplier to provide the delivery and rental of All-Terrain Vehicles (ATVs) and/or Side-by-Side (SxS) Vehicles for dates between 7 Sep 2021 and 29 Nov 2021.

The requirement is detailed under Article 6.2 of the resulting contract clauses.

### **1.3 Debriefings**

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

### **1.4 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.

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MCT043  
CCC No./N° CCC - FMS No./N° VME

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## **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.

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

The [2003](#) (2020-05-28) 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: 120 days

#### **2.1.1 SACC Manual Clauses**

SACC Manual Clause [C9000T](#) (2010-08-16), Pricing

### **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 in the bid solicitation.

PWGSC Acquisitions, Bid Receiving  
1st Floor/1ère étage, Suite 1212,  
100-1045 Main Street,  
Moncton, NB, E1C 1H1

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in New Brunswick/Prince Edward Island, the email address is:

[TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.PWGSC@tpsgc-pwgsc.gc.ca](mailto:TPSGC.RARceptionSoumisNBPE-ARBidReceivingNBPE.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.**

Facsimile number: (506) 851-6759

### 2.2.1 Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work 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 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

*(Derived from - Provenant de: A9076T, 2007-05-25 )*

### 2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than 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 question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 2.4 Applicable Laws

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **New Brunswick**.

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 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's [Buy and Sell](#) website, under the heading "[Bid Challenge and Recourse Mechanisms](#)" contains information on potential complaint bodies such as:
  - Office of the Procurement Ombudsman (OPO)
  - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

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## PART 3 - BID PREPARATION INSTRUCTIONS

### 3.1 Bid Preparation Instructions

- If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. 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

- 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 (1 hard copy)  
Section II: Financial Bid (1 hard copy)  
Section III: Certifications (1 hard 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 hard copy 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](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). 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.

**Section II: Financial Bid**

Bidders must submit their financial bid in accordance with the Basis of Payment.

**3.1.1 Electronic Payment of Invoices – Bid**

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

If Annex “C” 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.

**3.1.2 Exchange Rate Fluctuation**

C3011T (2013-11-06), Exchange Rate Fluctuation

**Section III: Certifications**

Bidders must submit the certifications and additional information required under Part 5.

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

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

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

Minimum Mandatory Performance Specifications as specified in Annex "A – 11 and 11.1"

#### **4.1.2 Financial Evaluation**

SACC Manual Clause [A0220T](#) (2014-06-26), Evaluation of Price - Bid

### **4.2 Basis of Selection**

#### **4.2.1 Basis of Selection - Mandatory Technical Criteria**

SACC Manual Clause [A0031T](#) (2010-08-16), Basis of Selection - Mandatory Technical Criteria

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

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, 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#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).

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.

## **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 Requirements**

**6.1.1** There is no security requirement applicable to the Contract.

### **6.2 Statement of Requirement**

The Contractor must provide the items detailed in Annex "A".

### **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](#) (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Period of the Contract**

The period of the Contract is from September 7<sup>th</sup>, 2021 to November 29<sup>th</sup>, 2021 inclusive.

#### **6.4.2 Delivery Date**

All the deliverables must be received on or before September 7<sup>th</sup>, 2021.

#### **6.4.3 Delivery Points**

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

### **6.5 Authorities**

#### **6.5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Name: Timothée Beausoleil  
Title: Acting Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
Directorate: Acquisitions NB/PEI  
Address: 161 St. Peters Road, 2nd Floor Suite 204, Charlottetown, PE, C1A 5P7

Telephone: (902) 388-8377  
Facsimile: (506) 851-6759  
E-mail address: [Timothee.beausoleil2@pwgsc-tpsgc.gc.ca](mailto:Timothee.beausoleil2@pwgsc-tpsgc.gc.ca)

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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 Project Authority

The Project Authority for the Contract is:

**Details will be provided in any resulting contract**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

The Project 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 Project Authority, however the Project 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.

### 6.5.3 Contractor's Representative

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

## 6.6 Payment

### 6.6.1 Basis of Payment - Firm Price, Firm Unit Price(s) or Firm Lot Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex "B" for a cost of \$ \_\_\_\_\_ (**insert the amount at contract award**). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

### **6.6.2 Limitation of price**

SACC Manual clause [C6000C](#) (2017-08-17) Limitation of price

### **6.6.3 Method of Payment – Multiple Payments**

SACC Manual clause [H1001C](#) (2008-05-12) Multiple Payments

### **6.6.4 SACC Manual Clauses**

SACC Manual Clause [A9117C](#) (2007-11-30) T1204 – Direct Request by Customer Department

### **6.6.5 Electronic Payment of Invoices – Contract**

The Contractor accepts to be paid using any of 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)

### **6.7 Invoicing Instructions**

The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

Invoices must be distributed as follows:

- a. The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.

### **6.8 Certifications and Additional Information**

#### **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.

### **6.9 Applicable Laws**

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

## 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 general conditions [2010A](#) (2020-05-28), General Conditions - Goods (Medium Complexity);
- (d) Annex A, Statement of Requirement;
- (e) Annex B, Basis of Payment
- (f) the Contractor's bid dated \_\_\_\_\_

## 6.11 SACC Manual Clauses

SACC Manual Clause [A9062C](#) (2011-05-16) Canadian Forces Site Regulations  
SACC Manual Clause [B7500C](#) (2006-06-16) Excess Goods

## 6.12 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "[Dispute Resolution](#)".

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## **ANNEX "A"**

### **STATEMENT OF REQUIREMENT**

#### **All-Terrain Vehicle and/or Side-by-Side Vehicles for RCACS**

##### **1. Title**

The Royal Canadian Armoured Corps School (RCACS) for the provision of all labour, transportation, equipment, supervision, tools and materials necessary to provide short term (less than 6 months) All-Terrain Vehicle (ATV) rentals and/or Side-by-Side (SxS) Vehicles for dates between 7 Sep 2021 and 29 Nov 2021.

Delivered to: RCACS, Bldg J7 Door 31, 5CDSB Gagetown, Oromocto NB, E2V 4J5.

##### **2. Background**

RCACS is implementing ATVs and/or Side-by-Side Vehicles for training beginning this year. The RCACS intend to use these vehicles for Armoured Troop Leader (ATL) Pilot Course and for Conversion Training. Canadian Forces Task, Plans, and Operations (CFTPO) requests have been submitted without any success. A training package has been designed to create an intermediate training platform to help smooth the progression from on foot to in the turret. Students will use ATVs and/or Side-by-Side Vehicles to practice basic armour skills such as cross-country manoeuvre, navigation, and tactical terrain analysis.

##### **3. General Outline of Requirement**

- a. All rentals are required for operational purposes and will only be operated by DND Personnel.
- b. All equipment supplied must meet, or exceed all applicable provisions of the Motor Vehicle Safety Act of Canada and the regulations there under that are in force on the date of its manufacture.
- c. Equipment will only be operated within designated operational areas within the province of New Brunswick.
- d. The offeror represents and warrants that:
  - a. It has full power and authority to rent the motor vehicles to Canada, and
  - b. During the period of the rental of the motor vehicle, if Canada is not in default in carrying out any of contractual obligations, Canada will have unlimited use of the motor vehicle without disturbance from the Offeror, except when the Offeror is performing maintenance pursuant to the provisions of the contract, and without disturbance by any person lawfully claiming by, through, or under the contract.
- e. DND WILL NOT SIGN THE OFFEROR'S RENTAL AGREEMENT, AS THE TERMS AND CONDITIONS OF THIS CONTRACT TAKE PRECEDENCE.

##### **4. Title to Rented Motor Vehicle**

Title to the rented motor vehicles will at all times remain with the Offeror.

##### **5. Deliverables**

- a. The offeror must provide – Sixteen (16) ATVs.
- b. Vehicles must be physically and mechanically in good repair, clean condition and meet the minimum mandatory specifications as defined within the Motor Vehicle Safety Act of Canada and the regulations there under that are in force on the date of its manufacture.

- c. In case of emergencies, the Offeror must be able to deliver/pick-up vehicles from the site within 24 hours of notification.
- d. All vehicles shall be provided full of fuel and oil. The Offeror must identify the types of fuel required, and recommendations for oils, lubricants and whether there should be any additives for operation in extreme weather conditions, hot or cold.
- e. The offeror will honor DND licensing qualifications for the Canadian Armed Forces UTV (SxS) and ATV equivalent.
- f. DND retains the right to recover (i.e. Tow) by Maintenance Recovery Truck (MRT) and or trailer to any ATV/ UTV that becomes inoperable to an agreed upon location.
- g. The Offeror will be responsible for the cost of all repairs, unless it is demonstrated that DND was at fault or caused the problem. This includes, however is not limited to mechanical failure, structural failure and failure of the charging system.
- h. Should it be determined that repairs cannot be completed on an ATV/UTV within 24 hours, the offeror will provide a replacement vehicle of equal or greater capability within 24 hours of receipt of notification of breakdown.
- i. The offeror shall provide verbal/written instructions regarding the operation of the rented equipment to the Project Authority as may be required throughout the duration of the contract.
- j. The offeror is responsible for the vehicles' delivery to and pick up from the agreed upon location.
- k. The offeror is responsible for the vehicle registration and fleet insurance being up to date and in the vehicle, and that vehicle licensing, permits or exemptions are in force and in place.

## 6. Inspections

- a. DND reserves the right to inspect the offered vehicles and safety equipment prior to acceptance, as well as the right to object to any part thereof that does not meet specified requirements.
- b. Prior to acceptance of the vehicle, DND and the offeror, will inspect the vehicle(s) by completing a vehicle inspection report reporting the condition of each vehicle. The vehicle inspection report will be provided by the offeror and will include but isn't limited to, odometer readings, damages, malfunctions, cracks in windshield, scratches in paint or interior, dents on the body, date/time of delivery, etc. The vehicle inspection report will be signed and dated by DND and the offeror.
- c. Upon return of the vehicle, DND and the offeror will inspect the vehicle (s) along with reviewing the original vehicle inspection report making sure no additional damages have occurred to the vehicle. Any additional damages will then be documented along with the odometer reading and the date/time of pickup. Only the additional damage recorded upon return of the vehicle will be considered for compensation by DND.

## 7. Maintenance

- a. Full maintenance related to normal wear and tear as defined below will be the responsibility of the offeror. The DND location renting the vehicle(s) will not make or cause to have made any maintenance without the consent of the offeror.
- b. The offeror will be responsible for any scheduled repair, routine maintenance and hour based interval inspection, as defined by the equipment manual. The offeror will ensure pending interval maintenance or inspection is completed prior to delivery of any equipment requested under any call up.
- c. The offeror will supply another vehicle of the same type and size to the DND location indicated on the original call-up document 24 hours prior to the scheduled service date/time. The offeror will be responsible to pick up/return the vehicle to DND, along with any costs associated to the servicing.

- d. In the event of equipment failure of any type, a replacement vehicle of the same type and size, must be provided within 24 hours of receipt notification of break down. The replacement vehicle will be delivered to the agreed upon DND location. If the offeror decides to repair the vehicle through an affiliated agent, the offeror will be responsible to transport the vehicle to and from the affiliated agent location. The offeror is responsible for any financial obligation incurred in relation to the repair and/ or transport of vehicles.

## 8. Normal Wear and tear

- a. The Contractor grants Canada for the term specified in the contract, the right to possess, use and enjoy the vehicle specified in the contract. The contract will not convey ownership of the vehicle to Canada nor create any obligation on Canada to purchase the vehicle.
- b. The term "Normal Wear and Tear" refers to the natural amount of deterioration, which can be expected over the term of the lease and include:
- i. tire wear, paint chips and minor scratches that do not extend to the base metal;
  - ii. all paint scratches and paint wear and minor dents to interior, top rails and tailgates;
  - iii. paint chips caused by stones thrown by the wheels of the vehicles;
  - iv. frayed or stretched emergency brake cables;
  - v. interior wear of vehicles not including holes, burns or tears of interior surfaces;
  - vi. interior wear of trucks including all paint scratches; and
  - vii. tire wear and damage, provided that the tires meet provincial safety standards
- c. Removal of decals or signage and any resultant paint repairs are not considered normal wear and tear and will be chargeable as a repair

## 9. Division of Responsibilities

- a. DND's responsibilities will include:
- i. The supply of fuel during the rental period;
  - ii. Oil, fluids and lubricants required between regular changes;
  - iii. Return to the offeror, all vehicle parts replaced, including damaged or worn tires;
  - iv. Return of vehicle with a full tank of fuel;
  - v. Washing of vehicle before return to offeror;
  - vi. Indication of damage or equipment failure to offeror immediately upon discovery;
  - vii. Flat tires when the vehicle is in use by DND;
  - viii. Adherence by DND personnel to safe operational guidelines and procedures; and
  - ix. Outline by the operators manual and DND driver training.
- b. The offeror is responsible for:
- i. Delivery of the vehicle to the designated dealer for servicing as required;
  - ii. Pre-servicing the vehicle prior to delivery;
  - iii. Supplying a full tank of fuel with the vehicles delivered;
  - iv. Ensuring each vehicle delivered has the following equipment and accessories:
    1. two ignition keys
    2. vehicle jack, as applicable,
    3. wheel wrench
- c. Replacement of tires covered by the tire manufacturer's normal warranty. (Replacement tires will be to original equipment specifications with the same life, standard and quality.);
- d. All Warranty Servicing: "Warranty servicing" means the supply of parts normally provided by the manufacturer's warranty together with the labour necessary to install such parts.

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- e. Inspecting the vehicle upon its return to the designated dealer for any damages

## 10. Damage and lost time

- a. DND is responsible for loss and damage to the vehicle supplied under the contract during the rental period if the loss and damage is not the result of normal wear and tear, provided the damage was not present at the time of acceptance by DND, or the result of manufacturer defect.
- b. DND will obtain a written estimate for the repairs and, in consultation with the offeror, decided where the repairs are to be performed. If the offeror decides to have any damage repaired by a supplier of their own preference and the cost of said repairs are higher than the estimate obtained, DND will only pay the lesser amount. If the contractor decides that the vehicle is to be repaired at a place other than the place DND chooses, the contractor will be responsible to pay transport costs of the vehicle to the alternate location.
- c. Once the value of the repairs has been established and agreed to by DND, the offeror will get the vehicle repaired. Invoices must include copies of estimates and actual repair invoices. Once the invoice has been received by DND, the invoice will be certified and processed for payment.
- d. If the vehicle has been damaged due to the negligence or carelessness DND, lost time will be considered based on the daily rental rate and negotiated between the contract authority, the offeror and DND.
- b. The offeror must report all damages discovered within 30 days after the end of the rental return, provided that the equipment was not subsequently provided under contract to another organization within that same period. Damages must be reported on an inspection form and must be signed in agreement by both parties. In situations in which DND is deemed at fault for the damages, repair invoices must arrive to the project authority no later than 30 days after completion of the agreed upon repair.

## 11. Technical Specifications - Minimum Mandatory Performance Specifications

A complete list of the minimum mandatory performance specifications are detailed below in the "Mandatory Matrix". Offerors are to clearly demonstrate compliance with each mandatory specification.

- a. Offerors must show compliance by addressing each performance specification in the Compliance Matrix, whether the product offered "meets" or "doesn't meet".
- b. Offerors are requested to indicate how they meet each performance specification by recording this information under the Performance Specification Offered column in the Matrix.
- c. It is requested that supporting technical documentation, including but not limited to, specification sheets, technical brochures, photographs or illustrations be provided with the bid at solicitation close and be cross-referenced on the Matrix for each performance specification to outline where in the supporting technical documentation it demonstrates compliance. It is the Offerors responsibility to ensure that the submitted supporting technical documentation provides detail to prove that the proposed product(s) meet the requirements of the Performance Specification. If published supporting technical document is not available, the Offeror should prepare a written narrative complete with a detailed explanation of how its bid demonstrates technical compliance.

d. If the supporting documentation referenced above has not been provided at bid closing, the Contracting Authority will notify the Offeror that they must provide supporting documentation within two (2) business days following notification. Failure to comply with the request of the Contracting Authority within that time period, will deem the bid non-responsive and the bid will be given no further consideration.

e.. Offerors must address any concerns with the performance specifications in written detail to the Contracting Authority before bid closing as outlined in the Request for Proposal (RFP) document.

f. Failure to meet each mandatory performance specification will result in the bid being deemed non-responsive, and be given no further consideration.

**11.1 Minimum Mandatory Technical Specifications:**

Item#	Performance specification	Performance specification Met? Indicate either Yes/NO	Performance Specification Offered: Bidder <u>should</u> indicate how they meet the performance specification by recording this information in this column	Cross Reference: In this column, Bidders should cross-reference where this performance specification is indicated in their supporting documentation.
All-Terrain Vehicle (ATV)				
1.	Must be a minimum of 500 cc's to a maximum of 800 cc's			
2.	Must be automatic transmission			
3.	Must have four (4) wheel drive			
4.	Must have reverse			
5.	Must come with a front or rear storage rack			
6.	Must be equipped with a minimum 2500lb rated winch front or back			
7.	Must come with tire plugging kit			
8.	Must come with a minimum of one (1) spare tire per unit			
9.	Must have full serviceable headlights			

10.	Must supply one (1) helmet per machine, lightly used or new, LG or XL: full face, that meet specifications provided within the Motor Vehicle Safety Act of Canada and the regulations thereunder that are in force on the date of its manufacture			
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**12. Optional Equipment rental** – RCACS requests the option, if available, to rent up to ten (10) SxSs in addition to the ATVs if required given 48hrs notice:

12.1 The 10 x SxSs must have seating for two (2) adults and be minimum of 500cc to 1000cc engine;

- a. Must be equipped with a front or rear storage rack;
- b. Must be four wheel drive (4x4)
- c. Must be equipped with a minimum 3500 lb rated winch, front or back

12.2. Desirable Specifications

- a. Have a fuel indicator; and
- b. Use gas for fuel.

**ANNEX "B"**

**BASIS OF PAYMENT**

Prices quoted to be Firm Prices in accordance with the Requirement at Annex A. Firm prices must be in Canadian dollars and must include: delivery charges to and from the requested site, unlimited kilometers and unlimited number of hours of operation.

Customs duties are included and Applicable Taxes are extra. GST/HST, if applicable, is to be shown as a separate item on any resulting invoice.

Item No.	Item	Qty	Cost Per Unit	Extended
	<b>ATVs:</b>			
1	07 September 2021 to 29 November 2021	16	\$	\$
			<b>Total Services Cost</b>	\$
			<b>GST/HST (15%)</b>	\$
			<b>Total Cost</b>	\$

**\*Miscellaneous Charges**

The Project Authority identified in this agreement or his/her delegated representative are the Crown Representative who may authorize additional charges up to the maximum amount provided in this article. (taxes excluded). Any parts or services provided without the prior authorization of the Crown representative is at the Contractor's risk and expense. In no event shall additional costs be considered that would cause the total sum of the contract to be exceeded without prior written amendment to this contract.

The maximum allowed for Miscellaneous Charges is \$ \_\_\_\_\_ "to be provided upon contract award" (GST/HST extra).

Miscellaneous Charges includes the following unplanned charges:

1. Additional parts or services not specifically identified within the contract; or
2. Damages incurred by DND during the use of the rented equipment.

**Optional Pricing\*\***

Monthly rates will be prorated for rental periods of less than one month. Prorating will be based on a 30-day month.

In the event additional vehicles are required as identified under para 11. of Annex A, the following rates (taxes excluded) will apply:

	Optional SxSs;		Daily	Weekly	Monthly	Extended Total
1	UTV in accordance with requirements outlined in Annex "A"	Ea				\$

Solicitation No. - N° de l'invitation  
W2037-220029/A  
Client Ref. No. - N° de réf. du client  
W2037-220029

Amd. No. - N° de la modif.  
File No. - N° du dossier  
MCT-1-44022

Buyer ID - Id de l'acheteur  
MCT043  
CCC No./N° CCC - FMS No./N° VME

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## **ANNEX "C" to PART 3 OF THE BID SOLICITATION**

### **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)

