



National Defence

National Defence Headquarters  
Ottawa, Ontario  
K1A 0K2

Défense nationale

Quartier général de la Défense nationale  
Ottawa (Ontario)  
K1A 0K2

## REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

### Proposal To: National Defence 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

### Proposition à : Défense nationale 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 et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

### Comments - Commentaires

### RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

By e-mail to: - Par courriel au :

[DLP53BidsReceiving.DAAT53Receptiondessoumissions@forces.gc.ca](mailto:DLP53BidsReceiving.DAAT53Receptiondessoumissions@forces.gc.ca)

Attention: - Attention :  
Kevin Selim

### Title - Sujet

Light Multipurpose All-Terrain Vehicle, 2 Pass 6 Wheeled with Dump Box -  
Véhicule tout-terrain 2 Places A Benne Basculante, 6 roues motrices

**Solicitation No.  
N° de l'invitation**  
W8476-226520/A

**Date of Solicitation  
Date de l'invitation**  
27 July 2021 – 27 Juillet 2021

### Address enquiries to: - Adresser toute demande de renseignements à :

Kevin Selim

**Telephone No. - N° de telephone**

**E-Mail Address - Courriel**

KEVIN.SELIM@forces.gc.ca

### Destination

See herein - Voir aux présentes

**Instructions:** Municipal taxes are not applicable. Unless otherwise specified herein all prices quoted must include all applicable Canadian customs duties, GST/HST, excise taxes and are to be delivered Delivery Duty Paid including all delivery charges to destination(s) as indicated. The amount of the Goods and Services Tax/Harmonized Sales Tax is to be shown as a separate item.

**Instructions :** Les taxes municipales ne s'appliquent pas. Sauf indication contraire, les prix indiqués doivent comprendre les droits de douane canadiens, la TPS/TVH et la taxe d'accise. Les biens doivent être livrés « rendu droits acquittés », tous frais de livraison compris, à la ou aux destinations indiquées. Le montant de la taxe sur les produits et services/taxe de vente harmonisée doit être indiqué séparément.

**Delivery requested  
Livraison demandée**

See herein - Voir aux présentes

**Delivery offered  
Livraison proposée**

### Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

### Solicitation Closes - L'invitation prend fin

At - à :  
2:00 PM - 14:00

On - le :  
31 August 2021 - 31 Aout 2021

Time Zone - Fuseau Horaire :  
Eastern Standard Time (EST)  
Eastern Daylight Time (EDT)

### Person authorized to sign on behalf of Vendor/Firm (type or print):

La personne autorisée à signer au nom du fournisseur/de l'entrepreneur ( taper ou écrire en caractères d'imprimerie) :

**Name - Nom**

**Title - Titre**

**Signature**

**Date**

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

- A. The Department of National Defence (DND) has a requirement to procure 5 ATV 2 Pass, 6x6 with cargo box for delivery to Petawawa, Ontario. The requested delivery date is 120 days after contract award in Canada. An option for 5 additional ATV 2 Pass, 6x6 with cargo box is included to be exercised within 12 months after contract award. Delivery is required 120 days after amendment.
- B. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6.

### **1.2 Debriefings**

- A. 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.

## PART 2 - BIDDER INSTRUCTIONS

### 2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in this document and any of its attachments by number, date, and title are either:
- (i) Set out in the Standard Acquisition Clauses and Conditions (SACC) Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada; or
  - (ii) Included as attachments.

These documents are incorporated by reference and they form part of this document as though they were expressly set out here in full.

- B. 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.
- C. The 2003 (2020-05-28), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 02, Procurement Business Number, is deleted in its entirety;
  - (ii) Section 05, Submission of bids, subsection 3, is deleted in its entirety;
  - (iii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
    - d. send its bid only to the location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
  - (iv) Section 05, Submission of bids, subsection 4, is amended as follows:
    - Delete: 60 days
    - Insert: 120 days
  - (v) Section 06, Late bids, is deleted in its entirety;
  - (vi) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:
    - 07 Delayed bids
    - 1. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
  - (vii) Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety.
  - (viii) Section 20, Further information, subsection 2, is deleted in its entirety.

## **2.2 Submission of Bids**

- A. Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.

### **2.2.1 Electronic Submissions**

- A. Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed 5 megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

## **2.3 Enquiries - Bid Solicitation**

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. 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**

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- B. 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**

- A. Should bidders consider that the specifications or Requirement 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.

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

### **3.1 Bid Preparation Instructions**

A. Canada requests that Bidders provide their bid in separate sections as follows:

Section I: Technical Bid: 1 soft copy in PDF format by e-mail;

Section II: Financial Bid: 1 soft copy in PDF format by e-mail;

Section III: Certifications: 1 soft copy in PDF format by e-mail; and

Section IV: Additional Information: 1 soft copy in PDF format by e-mail.

B. Bidders must demonstrate their compliance with the attachment to Part 4 entitled Evaluation Criteria. of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.

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

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

#### **3.2.1 Substitutes and Alternatives**

A. Bidders may propose substitutes and alternatives where equivalent is indicated in the Annex entitled Requirement.

B. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance as detailed in the Annex entitled Requirement, will be considered for acceptance where the Bidder:

- (i) Clearly identifies a substitute and/or an alternative;
- (ii) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
- (iii) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
- (iv) Provides complete specifications and brochures, where applicable;
- (v) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the Annex entitled Requirement; and
- (vi) 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.

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

- (i) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or

- (ii) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.

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

### 3.3 Section II: Financial Bid

A. Bidders must submit their financial bid in accordance with the attachment 2 to Part 4 entitled Pricing Schedule.

#### 3.3.1 Electronic Payment of Invoices - Bid

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment to Part 3 entitled Electronic Payment Instruments, to identify which ones are accepted.
- B. If the attachment to Part 3 entitled Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

#### 3.3.2 Exchange Rate Fluctuation

A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### 3.4 Section III: Certifications

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

### 3.5 Section IV: Additional Information

A. In Section IV of their bid, bidders should provide:

- (i) A completed, signed, and dated Page 1 of this solicitation, or final amendment, as applicable;
- (ii) The name of the contact person (provide also this person's title, mailing address, phone number, and e-mail address) authorized by the Bidder to enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
  - (a) Enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
  - (b) Coordinate delivery and follow-up;
  - (c) Provide after sales service, maintenance, warranty repairs, and a full range of repair parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery point and the authorized dealer and/or agent and the delivery point, which should not be more than 150 kilometers;



### **3.5.1 Delivery Date(s)**

- A. Any delivery date(s) offered will not be included in the evaluation.

#### **3.5.1.1 Firm Goods and/or Services**

- A. Delivery of the Firm Goods and/or Services is requested on or before 120 days from date of contract. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of either a fixed date or a period of time from contract award. Failure to submit a date or time period will be taken as acceptance of delivery within the requested timeframe.

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

- A. Should an option be exercised for optional quantities, delivery of the Optional Goods and/or Services is requested on or before 120 days from date of amendment. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of a period of time from date of amendment. Failure to submit a time period will be taken as acceptance of delivery within the requested timeframe.

### **3.5.2 Warranty Period**

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

- A. Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the equipment and components that exceeds the minimum warranty period of 12 months or 1,000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/subassemblies will form part of the proposed contract.

#### **3.5.2.2 Extended Warranty Period**

- A. Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the Manufacturer's Standard Warranty Period.
- B. If the Bidder indicates that an extended warranty period is being offered, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any ancillary items.
- C. Any extended warranty period offered will not be included in the financial evaluation.

**ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS**

A. The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- ( ) Direct Deposit (Domestic and International);
- ( ) Electronic Data Interchange (EDI); and
- ( ) Wire Transfer (International Only).

## **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**

- A. Mandatory technical evaluation criteria are included in the attachment to Part 4 entitled Evaluation Criteria.

#### **4.1.2 Financial Evaluation**

##### **4.1.2.1 Firm Goods and/or Services**

- A. The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) destination, Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

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

- A. The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) destination (Shipping Costs in accordance with Annex B excluded), Incoterms 2010, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

### **4.2 Basis of Selection - Lowest Evaluated Price, Mandatory Technical Criteria**

- A. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated price will be recommended for award of a contract.

**ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA**

See attached document entitled:

**ANNEX C TECHNICAL EVALUATION MATRIX LIGHT MULTIPURPOSE ALL-TERRAIN  
VEHICLE, 2 PASS6 WHEELED WITH DUMP BOX DATED JUNE 14 2021**

**ATTACHMENT 2 TO PART 4 - PRICING SCHEDULE**

**1. General**

- A. Bidders must submit a Firm Unit Price for each Item.
- B. Bidders are requested to complete the following Pricing Schedule and include it in the bid.
- C. All prices and costs must be submitted in Canadian Dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

**2. Firm Goods and/or Services**

**2.1 Light Multipurpose All-Terrain Vehicle, 2 Pass 6 Wheeled with Dump Box**

- A. The Firm Unit Price(s) include(s) associated specifications, training, and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2010:

Item	Delivery Point	Quantity Required (A)	Firm Unit Price (B)	Total (C = A x B)
001	Petawawa, Ontario	5	\$	\$
<b>Total (D = sum C)</b>				\$

**3. Optional Goods and/or Services**

**3.1 Light Multipurpose All-Terrain Vehicle, 2 Pass 6 Wheeled with Dump Box**

- A. The Firm Unit Price(s) include(s) associated specifications, training, and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) destination (Shipping Costs excluded in accordance with Annex B), Incoterms 2010:

Item	Quantity of Optional Items (E)	Firm Unit Price (F)	Total (G = E x F)
002	5	\$	\$
<b>Total (H = sum G)</b>			

**4. Price of the Bid**

<b>Grand Total (I = D + H)</b>	\$
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## **PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION**

### **5.1 General**

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. 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.
- C. 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.

### **5.2 Certifications Required with the Bid**

- A. Bidders must submit the following duly completed certifications as part of their bid.

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

- A. In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity 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.

### **5.3 Certifications Precedent to Contract Award and Additional Information**

- A. 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 specified will render the bid non-responsive.

#### **5.3.1 Integrity Provisions - Required Documentation**

- A. In accordance with the section titled "Information to be provided when bidding, contracting, or entering into a real procurement agreement" of the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.3.2 Federal Contractors Program for Employment Equity - Bid Certification**

- A. 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" 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#>).
- B. Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

**5.3.8 Product Conformance**

- A. 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 Annex A, Requirement. This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

\_\_\_\_\_  
Signature of Bidder's Authorized Representative

\_\_\_\_\_  
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 Requirements

- A. There is no security requirement applicable to the Contract.

### 6.2 Requirement

- A. The Contractor must provide the item(s) detailed under the Requirement at Annex A and the Basis of Payment at Annex B.

#### 6.2.1 Technical Changes, Substitutes, and Alternatives

- A. 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 will be issued.
- B. 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

- A. The Contractor grants to Canada the irrevocable option to acquire the goods, services, or both described at Annex A, Requirement and Annex B, Basis of Payment, of the Contract 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.
- B. Upon request, the Contractor must submit a quote for the Shipping Costs of Optional Goods, in the quantity and to the destination(s) specified by the Contracting Authority. Canada reserves the right to negotiate this price.
- C. The Contracting Authority may exercise the option within 12 months after contract award by sending a written notice to the Contractor.
- D. 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

- A. All clauses and conditions identified in the Contract by number, date and title are set out in the *Standard Acquisition Clauses and Conditions (SACC) 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

A. 2010A (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:

- (i) Article 01, Interpretation, definition of "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:

"Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

- (ii) Article 09, Warranty, subsections 1 and 2 are deleted in their entirety and replaced with the following:

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be [time period to be detailed in the resulting contract], or [operation period to be detailed in the resulting contract] of usage, whichever comes first, after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
2. 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.

### 6.3.2 Existing Technical Publications – Translation

A. The Contractor grants to Canada a non-exclusive, perpetual, irrevocable and royalty-free license to translate and reproduce for government use all or any part of the technical publications supplied with the equipment delivered under the Contract. Copyright in the translation made by Canada or by independent contractors engaged by Canada will belong to Canada.

### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

A. The period of the Contract is from date of Contract specified in Annex B of the Contract inclusive.

#### 6.4.2 Delivery Dates

- A. All the deliverables must be received on or before the date(s) specified in Annex B of the Contract.
- B. The optional goods must be received on or before 4 months or as specified by the bidder in its bid, if applicable from exercise of the options.

#### 6.4.3 Delivery Points

- A. Delivery of the requirement must be made to delivery point(s) specified at Annex B of the Contract.
- B. The Contractor must deliver the goods by appointment only. The Contractor is responsible for contacting the Technical Authority in advance of shipping to obtain the contact information for the delivery point(s). The Contractor or its carrier must arrange delivery appointments by contacting the delivery point(s). The consignee(s) may refuse shipments when prior arrangements have not been made. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

#### 6.5 Authorities

##### 6.5.1 Contracting Authority

- A. The Contracting Authority for the Contract is:

Name: Kevin Selim  
Title: Material Acquisition and Support Specialist  
Position: DLP 5-3-4  
Address: Department of National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
E-mail: KEVIN.SELIM@forces.gc.ca

- B. 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 Technical Authority

- A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: Department of National Defence Headquarters  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_

- B. 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.

**6.5.3 Contractor's Representative**

[Contact information to be detailed in the resulting contract]

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

**6.5.4 After Sales Service**

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

[Contact information to be detailed in the resulting contract]

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

**6.6 Payment**

**6.6.1 Basis of Payment**

**6.6.1.1 Firm Unit Price(s)**

A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B for a cost of \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.

**6.6.3 Method of Payment**

**6.6.3.1 Multiple Payments**

- A. Canada will pay the Contractor upon completion and delivery of units in accordance with the payment provisions of the Contract if:
- (i) an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
  - (ii) all such documents have been verified by Canada; and
  - (iii) the Work delivered has been accepted by Canada.

#### 6.6.4 Electronic Payment of Invoices

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

[List to be updated in the resulting contract]

- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI) (International only);;
- (v) Wire Transfer (International Only);

#### 6.7 Invoicing

##### 6.7.1 Invoicing Instructions

A. 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.

B. Each invoice must contain or be supported by the applicable documents:

- (i) The serial number(s), or a copy of the New Vehicle Information Statement (NVIS) containing the Vehicle Identification Number(s) (VIN);
- (ii) A copy of proof(s) of training
- (iii) Original copies of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- (iv) A copy of invoices or receipts for Shipping Costs;
- (v) A description of the Work delivered; and
- (vi) A breakdown of the cost elements.

C. Invoices must be distributed as follows:

- (i) The invoice along with any required supporting documentation must be forwarded to the Contracting Authority for certification and payment at:

Email: [email to be detailed in the resulting contract]

- (ii) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Contracting Authority in its covering e-mail.

##### 6.7.2 Holdback

A. A 10% holdback will apply on the total value of all vehicles.

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

C. Release of the 10% holdback is conditional upon receipt and certified acceptance of all Work under this Contract.

D. Invoicing instructions for the holdback are as detailed in the clause entitled "Invoicing Instructions".

## 6.8 Certifications and Additional Information

### 6.8.1 Compliance

- A. 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

- A. The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario **or as specified by the bidder in its bid, if applicable**.

## 6.10 Priority of Documents

- A. 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:
- (i) The Articles of Agreement;
  - (ii) The General Conditions 2010A (2020-05-28), General Conditions - Goods (Medium Complexity);
  - (iii) Annex A, Requirement;
  - (iv) Annex B, Basis of Payment;
  - (v) the Contractor's bid dated **[date to be specified in the resulting contract]**, as clarified on **[date to be specified in the resulting contract, if required]**, and as amended on **[date to be specified in the resulting contract, if required]**.

## 6.11 Defence Contract

- A. The Contract is a defence contract within the meaning of the *Defence Production Act*, R.S.C. 1985, c. D-1 (<http://laws-lois.justice.gc.ca/eng/acts/d-1/>), and must be governed accordingly.
- B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the *Defence Production Act*.

## 6.12 Insurance - No Specific Requirement

- A. The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

### **6.13 Inspection and Acceptance**

- A. 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 Requirement 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.

### **6.14 Post-Contract Award Meeting**

- A. Within 10 days of the date of 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 Contracting Authority to review technical and contractual requirements. The Contractor must prepare and distribute the minutes of the meeting within 5 calendar days after the completion of the meeting. The meeting will be held at the Contractor's facility or via teleconference at Canada's discretion at no additional cost to Canada, with representatives of the Contractor and the Department of National Defence.

### **6.15 Quality Management Systems - Requirements (Quality Assurance Code C)**

- A. The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on *ISO 9001:2015 "Quality management systems - Requirements."*
- B. The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of 1 year after the completion of the Contract.
- C. Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

### **6.16 Material**

- A. Material supplied must be new unused and of current production by manufacturer.

### **6.17 Interchangeability**

- A. 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.

### **6.18 Vehicle Safety**

- A. Each vehicle supplied pursuant to the Contract must meet the applicable provisions of the [Motor Vehicle Safety Act](http://laws-lois.justice.gc.ca/eng/acts/M-10.01/page-1.html), S.C. 1993, c. 16 (<http://laws-lois.justice.gc.ca/eng/acts/M-10.01/page-1.html>), and the applicable regulations that are in force on the date of its manufacture.

### **6.19 Recall Notices**

- A. All recall notices must be forwarded to the Technical Authority identified in this Contract.

## 6.20 Packaging

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

## 6.21 Preparation for Delivery

- A. The equipment must be serviced, adjusted and delivered in condition for immediate use. The equipment must be cleaned before leaving the factory and being released to Inspection Authority or consignee personnel at the final delivery point.

## 6.22 Delivery of Dangerous Goods/Hazardous Products

- A. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
- (i) shipping container - in accordance with the [Transportation of Dangerous Goods Act](http://laws-lois.justice.gc.ca/eng/acts/T-19.01/), 1992, c. 34 (<http://laws-lois.justice.gc.ca/eng/acts/T-19.01/>); and
  - (ii) immediate product container - in accordance with the [Hazardous Products Act](http://laws-lois.justice.gc.ca/eng/acts/H-3/), R.S., 1985, c. H-3 (<http://laws-lois.justice.gc.ca/eng/acts/H-3/>).
- B. The Contractor must provide bilingual Safety Data Sheets, indicating the NATO Stock Number as follows:
- (i) 2 hard copies:
    - (a) 1 copy to be enclosed with the shipment, and
    - (b) 1 copy to be mailed to:  
  
National Defence Headquarters  
MGen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, Ontario K1A 0K2  
Attention: DSCO 5-4-2
  - (ii) 1 copy sent in any electronic format to the following address: [MSDS-FS@FORCES.GC.CA](mailto:MSDS-FS@FORCES.GC.CA).
- C. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
- D. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial, and municipal laws and by-laws.
- E. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

### **6.23 Tools and Loose Equipment**

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

### **6.24 Delivery and Unloading**

- A. 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.
- B. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
- C. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

### **6.25 Incomplete Assemblies**

- A. The Contractor must not ship incomplete assemblies unless the authorization for such shipment has been obtained from the Contracting Authority.

### **6.26 Work Site Access**

- A. Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

### **6.27 Canadian Forces Site Regulations**

- A. The Contractor must comply with all standing orders or other regulations, instructions, and directives in force on the site where the Work is performed.

### **6.28 Marking**

- A. The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

### **6.29 Labelling**

- A. The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

### **6.30 Dispute Resolution Services**

- A. The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at [boa.opo@boa.opo.gc.ca](mailto:boa.opo@boa.opo.gc.ca).



**ANNEX A - REQUIREMENT**

See attached document(s) entitled:

**“PURCHASE DESCRIPTION FOR Light Multipurpose All-Terrain Vehicle, 2  
Pass 6 Wheeled with Dump Box 4 Stroke Gasoline Engine ECC: 140298  
NSN: 2340-21-913-0829” dated 14 June 2021**

**ANNEX B - BASIS OF PAYMENT**

**1. General**

A. All prices and costs are in Canadian Dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

**2. Firm Goods and/or Services**

**2.1 Light Multipurpose All-Terrain Vehicle, 2 Pass 6 Wheeled with Dump Box**

A. The Firm Unit Price(s) include(s) associated specifications and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) specified Delivery Point, Incoterms 2010:

Item	Delivery Point	Delivery Date	Quantity Required	Make/Model	Firm Unit Price
001	CFB Petawawa Bldg H-110 Petawawa On	[Date to be detailed in the resulting contract]	5	To be added in the resulting contract	\$(Cost to be detailed in the resulting contract)

**3. Optional Goods and/or Services**

**3.1 Light Multipurpose All-Terrain Vehicle, 2 Pass 6 Wheeled with Dump Box**

A. The Firm Unit Price(s) include(s) associated specifications and deliverables as per Annex A, Requirement, Delivered Duty Paid (DDP) destination (Shipping Costs excluded), Incoterms 2010:

Item	Delivery Date	Quantity of Optional Items	Make/Model	Firm Unit Price
002	[Date to be detailed in the resulting contract]	5	To be added in the resulting contract	\$(Cost to be detailed in the resulting contract)

**3.2 Shipping Costs for optional goods**

A. The Contractor will be reimbursed for the actual shipping costs of the following Item(s) from the Contractor's Canadian facility or Contractor's Canadian distribution point to the specified Delivery Point(s) without any allowance for profit and/or administrative overhead:

Item	Delivery Point	Quantity and Type of Optional Items	Firm Unit Price
003	[Canadian location to be specified at the time of amendment]	Quantity [number of items to be inserted at the time of amendment] of Item(s) [reference number(s) to be inserted at the time of amendment]	\$(Cost to be detailed at the time of amendment)

### **3.3 Extended Warranty Period**

- A. 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.



**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**

**Light Multipurpose All-Terrain Vehicle, 2 Pass**

**6 Wheeled with Dump Box**

**4 Stroke Gasoline Engine**

**ECC: 140298**

**NSN: 2340-21-913-0829**

**22 July 2021**

**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**

**2021 DND/MND Canada**

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## 1.0 **SCOPE**

This document covers the Purchase Description for All-Terrain Vehicles 6x6, two (2) passengers, equipped with a four (4) cycle gas engine, as described.

### **ABBREVIATIONS**

<b>English</b>		<b>French</b>	
CAF	Canadian Armed Forces	FAC	Forces armées canadiennes
DND	Department of National Defense	MDN	Ministère de la Défense national
ECC	Equipment Configuration Code	CCE	Code de Configuration d'équipement
ILS	Integrated Logistic Support	SLI	Soutien logistique Intégré
PASS	Passenger	PASS	Passager
OEM	Original Equipment Manufacturer	OEM	Fabricant d'équipement d'origine
NATO	Northern Atlantic Treaty Organization	OTAN	Organisation du Traité de L'Atlantic Nord
NCAGE	Commercial and Government Entity Code	NCAGE	Code d'organisme commercial ou gouvernemental

TABLE 1.0 Abbreviations

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

- a) Requirements, which are identified by the word "**must**", **must** be treated as 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) Where technical certification is referred to in this Purchase Description, a copy of the certification is to be provided when requested by the Technical Authority.
- e) While the International System of Units (SI) **must** be used as the primary system of measurement to define requirements of this Purchase Description, both the SI system and the standard system for this product may be indicated. Conversion from one system of measurement to the other may not be exact.
- f) Dimensions stated as nominal **must** be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but that differ from the actual dimensions.

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

- a) "**Technical Authority**" - The government official responsible for technical content of this requirement.
- 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) "**Provided**" – Means "provided and installed".
- 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) **“Commercially equipped”** – means that the vehicle is provided in its standard commercial configuration with no additional government-specified requirements.

## 2.0 APPLICABLE DOCUMENTS

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

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

## 3.0 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 in North America, this type and size for at least three (3) years, or be manufactured by a company that has at least 5 years' experience in design and manufacturing of a comparable type of equipment of equivalent or greater complexity.
- c) **Regulations** - The vehicle/equipment **must** conform to all applicable laws, regulations and industrial standards governing manufacture, safety, noise levels and pollution in effect in Canada at the time of manufacture. International equivalent laws, regulations, and industrial standards will be accepted only if certified for equivalency by a professional engineer.

- d) **Published Ratings** – The vehicle/equipment **must** have system and component capacities equivalent to published ratings (i.e. product or component brochures).
- e) **Standard Components** – The vehicle/equipment **must** include all standard components, equipment and accessories for the model offered, although they may not be specifically described in this Purchase Description.
- f) **Spare Parts** – The manufacturer **must** select components readily available for minimum of (10) years from the date of purchase.

### **3.2 Operating Conditions**

- 3.2.1 **Weather.** The vehicle/equipment **must** be capable of operating 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** be capable of being operated off-road across the four different and very diverse climate regions of Canada. The vehicle/equipment **must** be capable to operate in all terrain conditions (i.e. construction sites, open fields and dirt tracks) and year round operations on snow, mud, sand and ice.

### **3.3 Safety Standards.**

- 3.3.1 **Vehicle Safety Regulations.** The vehicle/equipment **must** comply with the Motor Vehicle Safety Regulations (C.R.C., c. 1038).
- 3.3.2 **Hazardous Material.** The Contractor **must** comply with the Hazardous Products Act of Canada with regard to the use of hazardous materials, ozone depleting substances, polychlorinated biphenyls, asbestos and heavy metals used in the manufacture and assembly of the of the product supplied.
- 3.3.3 **Human Factors Engineering** – The vehicle/equipment **must**:
  - a) Be manufactured/assembled for safety and ease of use by the CAF users with anthropometric characteristic measurements ranging from 95<sup>th</sup> percentile male to 5<sup>th</sup> percentile female;
  - b) Have entry and exit points equipped with handles and steps sized and positioned to accommodate CAF users with anthropometric characteristic measurement ranging from 95<sup>th</sup> percentile male to 5<sup>th</sup> percentile female; and
  - c) Be equipped with warning and instructions labels, grab handles and heat shields, for operator and passenger safety.

### **3.4 VEHICLE DIMENSION**

- 3.4.1 **Dimensions** – The following **must** be provided:
  - a) Max overall length of 3200 mm (126 in);
  - b) Max overall width of 1295 mm (51 in);
  - c) Max overall height of 1422 mm (56 in); and
  - d) A minimum ground clearance 254 mm (10 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 900 cc;
- 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 18 liters (3.95 gal); and
- b) The main fuel tank indicates the use of gasoline fuel only on the fuel tank cap in English and French 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) Have six (6) wheel drive with selectable 4x6 / 6x6.

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

- a) Hydraulic front and rear disc brakes.

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

- a) Front and rear independent suspension with minimum travel of 178 mm (7 in).

3.5.6 **Steering** – *Commercially equipped*

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

- a) The vehicle / equipment **must** be capable of towing a minimum load of 680 kg (1500 lbs.)

## 3.6 **BODY SYSTEMS**

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

- a) A front cargo rack with a minimum capacity of 45 kg (100 lbs); and
- b) A rear cargo with tilt bed with a minimum capacity of 272 kg (600 lbs.).

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

- a) Seating for 2 persons.

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

- a) Speedometer;
- b) Odometer;
- c) Fuel gauge;

- d) Hour meter; and
- e) Gear position and 6x6 indicators.

### **3.7 ELECTRICAL SYSTEMS**

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

- a) A 12V outlet in the instrument panel; and
- b) 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);
- b) A rear receiver hitch; and
- c) A front winch with a min capacity of 1587 kg (3500 lbs.).

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.

#### **3.8.6 Vehicle Delivery Condition**

- a) The vehicle **must** be delivered to destination in a fully operational condition (serviced and adjusted) and both the interior and exterior **must** be cleaned.
- b) The vehicle **must** be fully assembly for delivery at destination.

- c) If the vehicle requires assembly at destination, the contractor **must** be responsible for all manpower and equipment to perform assembly.
- d) The space for assembly at destination will be provided, if required.
- e) Fuel tank(s) **must** be half to three quarters full on delivery.
- f) Lubricants installed in the vehicle at time of delivery **must** be suitable for the destination and the season of delivery.
- g) 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.

#### 4.0 INTEGRATED LOGISTIC SUPPORT (ILS)

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

##### 4.1.1 Operator's Manuals

- a) Operator's manuals **must** be provided in both official languages (French and English).
- 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 provided in English;
- b) The parts manual(s) **must** include illustrations showing all components of the vehicle, including equipment and accessories from other manufacturers supplied for the requirement. The illustrations **must** have numbers for the itemization of the parts;
- c) A listing **must** be provided for all itemized manufacturer's parts showing the manufacturer's 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; and
- 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 provided in English.
- b) The maintenance manual **must** include a troubleshooting guide; showing the steps and tests required to determine the exact cause of a problem and an explanation of what steps would be required to correct a problem.

- c) The maintenance manual **must** include a listing of the necessary tolerances, torque levels, fluid volumes required and a section listing any special tools (including part numbers).
- d) The maintenance manual **must** include information on the order of disassembly and assembly of the systems and components of the vehicle.
- e) The maintenance manual **must** include complete wiring diagrams.
- f) The maintenance manual **must** include special tools lists as per paragraph 4.3.4

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

- a) Sample ILS documents **must** be submitted to the Technical Authority prior to the delivery of the vehicle/equipment for each configuration/model and their accessories, for approval. Sample ILS documents will not be returned.
- b) Technical Authority approval, request for additional documentation or request for amendments will be supplied within 30 working days of receipt.
- c) The Contractor **must** supply the additional documentation or implement the changes as requested by the Technical Authority.

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

- a) One (1) Operator manual in each of the official languages **must** be provided with each vehicle shipped.
- b) One (1) set of Maintenance manual and one Parts manual **must** be shipped to each location.
- c) Manuals **must** be delivered in electronic and paper format.

#### 4.1.6 **Digital Documents**

- a) All digital copies **must** be supplied in searchable PDF format unless stated otherwise.
- b) Digital copies **must** be functional without the requirement for a password, an auto-run installation procedure or an Internet connection.
- c) Digital copies of manuals **must** be supplied to the TA on a CD or DVD (USB sticks cannot be used on DND computers).
- d) CD/DVD **must** be permanently and legibly marked with the equipment description and a list of contents.

4.1.7 **Paper Documents**. All paper copies of ILS documents delivered **must** have the same content as the digital copy approved by the Technical Authority.

#### 4.1.8 **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.

#### 4.1.9 **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.

4.1.10 **Translation and Reproduction Rights** The Canadian Government reserves 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 **Technical Authority** will supply a bilingual Warranty Letter Template (in PDF format) to the Contractor.
- b) The Warranty Letter **must**:
  - i. Use the Technical Authority provided bilingual template;
  - ii. Contain a complete description of the warranty requested with the warranty terms and conditions;
  - iii. Contain the complete warranty details on any system or sub system warranty that exceeds the minimum requested; and
  - iv. Contain the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada.

4.3 **ILS Deliverables.** The following table indicates the ILS elements that the Contractor **must** deliver, including the medium (paper or digital), the expected means of delivery and the reference paragraph.

Element	Format/ Medium	Delivered to TA by E-mail for approval	Delivered to TA by mail/courier for approval	Supplied with each Vehicle/ equipment	Remarks	Reference Paragraph
<b>Set of Manuals</b> (Electronic / hard copy)	Digital	-	X	X	PDF - on CD/DVD*	4.1
	Paper	-	-	X	-	
<b>Warranty Letter</b>	Digital	X	-	-	PDF	4.2
	Paper	-	-	X	-	
<b>Data Summary</b>	Digital	X	-	-	Microsoft Word	4.4.2
<b>Safety Data Sheets Package</b>	Digital	X	-	-	PDF	4.4.3
	Paper	-	-	X	-	
<b>Initial Parts Kit List</b>	Digital	X	-	-	PDF	4.4.5
<b>Initial Parts Kit</b>	-	-	-	X	1 kit	4.6
<b>Set of keys</b>	-	-	-	X	2 sets	4.7.1
<b>Tools</b>	-	-	-	X	1 kit	4.7.2

Note: \* One CD/DVD should be used for all e-manuals covering a configuration/model and its accessories.

TABLE 2.0 ILS Deliverables

#### 4.4 ILS Elements Description

##### 4.4.1 Photograph and Line Drawing Package

- a) DND requires photographs and line drawings for documentation and cataloguing purposes. The Photograph and Line Drawing Package **must** include:
  - i Two (2) digital colour photographs, one (1) left-front three-quarter view, and one (1) right-rear three-quarter view of each configuration/model;
  - ii One (1) digital colour photograph of each attachment taken at the three-quarter view that best illustrates the attachment; and
  - iii One (1) front-view and one (1) side-view line drawing showing dimensions of the vehicle/equipment. Brochure line drawings are acceptable.
- b) Photographs **must** have a plain background and be in a JPEG (Joint Photographic Experts Group) format with a resolution of at least eight (8) Mega pixels.

##### 4.4.2 Data Summary

- a) The **Technical Authority** will supply a bilingual Data Summary Template (in Microsoft Word format) to the Contractor.
- b) The data summary **must**:
  - i Use the **Technical Authority** provided bilingual template;
  - ii Be a separate document for each configuration/model;
  - iii Include accessories and features; and
  - iv Be delivered in Microsoft Word format.

##### 4.4.3 Safety Data Sheets Package

- (a) The Safety Data Sheets Package **must** include:
  - i A list of all hazardous materials used on the vehicle/equipment; and
  - ii A complete set of all the safety data sheets for all hazardous materials in the list.
- (b) If there are no hazardous materials used, this **must** be stated on the list.

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

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

##### 4.4.5 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.

4.4.6 **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.

4.5 **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.

4.6 **Initial Parts Kit**

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

4.7 **Items to be provided with each Vehicle**

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

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

- a) A basic tool kit for Operator maintenance provided stored with each vehicle; and
- b) A storage container or bag designed for the stowage of Operator maintenance tools specific to the vehicle for road side repairs.



**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 C**  
**TECHNICAL EVALUATION MATRIX**  
**LIGHT MULTIPURPOSE ALL-TERRAIN VEHICLE, 2 PASS**  
**6 WHEELED WITH DUMP BOX**

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 “**Substantial Information**”, the “**Substantial Information**” describing completely and in detail how the requirement is met or addressed **must** be supplied for each performance requirement/specification.

Bidder is required to indicate the document name/title and page number where the **Substantial Information** can be found.

Definitions for **Equivalent** is found in the DEFINITION section at the end of this document.

**BIDDER INFORMATION**

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**Bidder Name:** \_\_\_\_\_

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

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

**Substitutes/Alternatives**

Are any equipment substitutes/alternatives offered as **Equivalent**? YES  NO

If yes, please identify all equipment substitutes/alternatives offered as **Equivalents** below:

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**OPI: DSVPM 6 – BPR: DAPVS 6**

Issued on Authority of the Chief of the Defence Staff

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



PD Reference	Requirement	Value as per specs	Location of Substantial Information in Bid Proposal
3.4.1 (a)	<b>Vehicle Dimensions:</b> The following <b>must</b> be provided Max overall length of 3200 mm (126 in);		
3.4.1 (b)	<b>Vehicle Dimensions:</b> The following <b>must</b> be provided Max overall width of 1295 mm (51 in);		
3.4.1 (d)	<b>Vehicle Dimensions:</b> The following <b>must</b> be provided A minimum ground clearance 254 mm (10 in).		
3.5.1 (a)	<b>Engine Systems:</b> The following <b>must</b> be provided The engine displacement is at least 900 cc;		
3.5.1 (b)	<b>Engine Systems:</b> The following <b>must</b> be provided A liquid cooled engine;		
3.5.1 (c)	<b>Engine Systems:</b> The following <b>must</b> be provided Electronic Fuel Injection		
3.5.1 (d)	<b>Engine Systems:</b> The following <b>must</b> be provided A four (4) stroke engine; and		
3.5.1 (e)	<b>Engine Systems:</b> The following <b>must</b> be provided Engine fuel type is unleaded regular gasoline		
3.5.3 (a)	<b>Transmission:</b> The following <b>must</b> be provided Automatic transmission with Park, Reverse, Neutral, Low, High (P/R/N/L/H); and		
3.5.3 (a)	<b>Transmission:</b> The following <b>must</b> be provided Have six (6) wheel drive with selectable 4x6 / 6x6.		

3.5.7 (a)	<b><u>Towing Capacity:</u></b> The following <b><i>must</i></b> be provided The vehicle / equipment <b><i>must</i></b> be capable of being operated while towing a minimum load of 680 kg (1500 lbs.)		
3.6.1 (a)	<b><u>Body Features:</u></b> The following <b><i>must</i></b> be provided A front cargo rack with a minimum capacity of 45 kg (100 lbs); and		
3.6.1 (b)	<b><u>Body Features</u></b> : The following <b><i>must</i></b> be provided A rear cargo with tilt bed with a minimum capacity of 272 kg (600 lbs.).		
3.6.2 (a)	<b><u>Seating and Driver/Passenger Compartment:</u></b> The following <b><i>must</i></b> be provided Seating for 2 persons		
3.8.1 (b)	<b><u>Special Equipment:</u></b> The following <b><i>must</i></b> be provided A rear receiver hitch; and		
3.8.1 (c)	<b><u>Special Equipment:</u></b> The following <b><i>must</i></b> be provided A front winch with a min capacity of 1587 kg (3500 lb)		

**DEFINITION**

The following definition 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.