



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

### Solicitation Closes - L'invitation prend fin

At - à :  
2:00 PM - 14:00

On - le :  
01 September 2022 - 01 Septembre 2022

Time Zone - Fuseau Horaire :  
Eastern Daylight Time (EDT)  
Heure avancée de l'Est (HAE)

<b>Title - Sujet</b> Trailer Flatbed ATV 4 configurations - Remorque Plateau VTT 4 configurations	
<b>Solicitation No. N° de l'invitation</b> W8476-236631/A	<b>Date of Solicitation Date de l'invitation</b> 28 July 2022 - 28 Juillet 2022
<b>Address enquiries to: - Adresser toute demande de renseignements à :</b> Kevin Selim <b>Telephone No. - N° de telephone</b> <b>E-Mail Address - Courriel</b> Kevin.selim@forces.gc.ca	
<b>Destination</b> 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.

<b>Delivery required Livraison exigée</b> See herein - Voir aux présentes	<b>Delivery offered Livraison proposée</b>
<b>Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>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) :</b>	
<b>Name - Nom</b>	<b>Title - Titre</b>
<b>Signature</b>	<b>Date</b>

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## PART 1 - GENERAL INFORMATION

### 1.1 Requirement

- A. The Department of National Defence (DND) has a requirement to procure **4 Trailers Flatbed ATVs, 4 configurations**, for **delivery to various Canadian Bases**. The requested delivery date is 120 days after contract award.
- B. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6.

### 1.2 Security Requirements

- A. There is no security requirement associated with this bid solicitation.

### 1.3 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.

### 1.4 Canadian Content

- A. The requirement is solely limited to Canadian goods.

## 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.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.
- C. Due to the nature of the bid solicitation, bids transmitted by epost Connect will not be accepted.

### **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 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 person(s) and associated contact information (title, mailing address, phone number, and e-mail address) authorized by the Bidder to:
    - (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; and
    - (c) Provide after sales service, maintenance, warranty repairs, and a full range of repair parts for the vehicle/equipment offered.

#### **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.



### **3.5.2 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. 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)

## **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 and Promaxis 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.

### **4.2 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 aggregate evaluated price will be recommended for award of a contract.

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

See attached document entitled:

**“TECHNICAL EVALUATION MATRIX FOR TRAILER, FLATBED, ATV”.**

Dated June 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 Trailer Flatbed ATV 4 configurations

- 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)	Sub-Total (C = A x B)
001	<b>CFB Borden</b> Major Equipment Section Bldg 0-111, Borden, Ontario L0M 1C  <b>Trailer Flatbed ATV Config.2</b>	1	\$	\$
002	<b>8 WG Trenton</b> , Major Equipment Section 8 Wing Supply Trenton, 46 Portage Dr, Bldg 162 Treton, ON K0K 3W0  <b>Trailer Flatbed ATV Config.4</b>	1	\$	\$
003	<b>CFB Bagotville</b> 3 Wing Bagotville, Bldg 225 Base Supply Alouette QC G0V 1A0  <b>Trailer Flatbed ATV Config.1</b>	1	\$	\$
004	<b>3 ASG Gagetown Supply Company</b> Major Equipment Section Bldg B10, CFB Gagetown, Ormocto NB E2V 4J5  <b>Trailer Flatbed ATV Config.3</b>	1	\$	\$

<b>Total (D = sum C)</b>	\$
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### 3. Price of the Bid

<b>Grand Total (E = D)</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.

#### **5.1.2 Certifications - Contract**

- A. Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

### **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.

#### **5.2.2 Canadian Content Certification**

- A. Bidders should submit this certification completed with their bid. If the certification is not completed and submitted with the bid, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to submit this completed certification. Failure to comply with the request of the Contracting Authority and submit the completed certification will render the bid non-responsive.

### **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 \(ESDC\)](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) - [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.

### 5.3.3 Canadian Content Definition

- A. Canadian good: A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory" is to be replaced with "Canada". (Consult Section 3.130 and Annex 3.6 of the Supply Manual for further information.)
- B. Canadian service: A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
- C. Variety of goods: When requirements consist of more than one good, one of the two methods below is applied:  
Aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
- D. Variety of services: For requirements consisting of more than one service, a minimum of 80 percent of the total bid price must be provided by individuals based in Canada.
- E. Mix of goods and services: When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above). For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.
- F. Other Canadian goods and services: Textiles: Textiles are considered to be Canadian goods according to a modified rule of origin, copies of which are available from the Clothing and Textiles Division, Commercial and Consumer Products Directorate

### 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

### 5.3.9 Contact information for Contractor's representative and After Sale Service

- A. The Bidder is requested to provide the information in Part 6 at 6.5.4 Contractor's Representative and at 6.5.5 After Sales Service.

## 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 Procedures for Design Change or Additional Work

- A. These procedures must be followed for any design change or additional work.
- B. When Canada requests design change or additional work:
- (i) The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:
    - (a) Any impact of the design change or additional work on the requirement of the Contract;
    - (b) A price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form [PWGSC-TPSGC 1686 \(http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1686-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1686-eng.html), Quotation for Design Change or Additional Work, or the form [PWGSC-TPSGC 1379 \(http://publiservice-app.pwgsc.gc.ca/forms/pdf/1379.pdf\)](http://publiservice-app.pwgsc.gc.ca/forms/pdf/1379.pdf), Work Arising or New Work; and
    - (c) A schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule;
  - (ii) The Contracting Authority will then forward this information to the Contractor; and
  - (iii) The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.
- C. When the Contractor requests design change or additional work:
- (i) The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada;
  - (ii) The Contracting Authority will forward the request to the Technical Authority for review;
  - (iii) If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 6.18.B.i are to be followed; and
  - (iv) The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.
- D. The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.



### 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) (<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 (2021-12-02), 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 12 months, 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.

#### 6.3.3 Compliance with on-site measures, standing orders, policies and rules

- A. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

### **6.3.5 Suspension of the work**

- A.
1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 23 of general conditions 2010A.
  2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
  3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

### **6.4 Term of Contract**

#### **6.4.1 Delivery Dates**

- A. All the deliverables must be received on or before the date(s) specified in Annex B of the Contract.

#### **6.4.2 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 Contracting 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  
Telephone: 343-575-6465  
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:

**CFB Borden  
Major Equipment Section  
Bldg 0-111, Borden, Ontario L0M 1C**

[Contact information to be detailed in the resulting contract]

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

Title: \_\_\_\_\_

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

Telephone: \_\_\_\_\_

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

B. 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:

**8 WG Trenton, Major Equipment Section  
8 Wing Supply Trenton, 46 Portage Dr, Bldg 162 Treton, ON K0K 3W0**

**[Contact information to be detailed in the resulting contract]**

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

- C. 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:

**CFB Bagotville  
3 Wing Bagotville, Bldg 225 Base Supply  
Alouette QC G0V 1A0**

**[Contact information to be detailed in the resulting contract]**

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

- D. 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:

**3 ASG Gagetown Supply Company  
Major Equipment Section  
Bldg B10, CFB Gagetown, Ormocto NB E2V 4J5**

**[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**

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price, 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):
- (i) Direct Deposit (Domestic).

#### **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 description of the Work delivered; and
  - (iii) 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 any due payment.
- 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.

#### **6.8.2 Canadian Content Certification**

- A. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance with the definition contained in SACC Manual clause A3050T (<http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3050T/active>).
- B. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of 6 years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
- C. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to 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 **for 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 (2021-12-02), 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

#### **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 vehicles 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 FLATBED TRAILER, ATV”.**

Dated July 2022

## 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 Trailer Flatbed ATV 4 configurations

- 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	Delivery Date	Quantity Required	Make/Model	Firm Unit Price
001	<b>CFB Borden</b> Major Equipment Section Bldg 0-111, Borden, Ontario L0M 1C <b>Trailer Flatbed ATV Config.2</b>	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	\$(Cost to be detailed in the resulting contract)
002	<b>8 WG Trenton</b> , Major Equipment Section 8 Wing Supply Trenton, 46 Portage Dr, Bldg 162 Treton, ON K0K 3W0 <b>Trailer Flatbed ATV Config.4</b>	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	\$(Cost to be detailed in the resulting contract)
003	<b>CFB Bagotville</b> 3 Wing Bagotville, Bldg 225 Base Supply Alouette QC G0V 1A0 <b>Trailer Flatbed ATV Config.1</b>	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	\$(Cost to be detailed in the resulting contract)
004	<b>3 ASG Gagetown Supply Company</b> Major Equipment Section Bldg B10,CFB Gagetown, Ormocto NB, E2V4J5 <b>Trailer Flatbed ATV Config.3</b>	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	\$(Cost to be detailed in the resulting contract)

#### 2.2 Extended Warranty Period

- A. If the warranty period is extended for an additional period of [To be added in the resulting contract] months/calendar days, the Contractor will be paid a firm unit price of \$(Cost to be detailed in the resulting contract) per vehicle/equipment, applicable taxes are extra.



Annex A  
W8476 - 236631  
27 July 2022



**NOTICE**

This documentation has been reviewed by the Technical Authority and does not contain controlled goods.

**AVIS**

Cette documentation a été révisée par l'Autorité technique et ne contient pas de marchandises contrôlées.

**PURCHASE DESCRIPTION**  
**FOR**  
**FLATBED TRAILER, ATV**

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**OPI: DSVPM 4 - BPR: DAPVS 4**

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

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**PURCHASE DESCRIPTION**  
**FOR**  
**FLATBED TRAILER, ATV**

**1.0 SCOPE**

**1.1 Purpose**

This document describes the technical requirements for flatbed trailer, to transport All-Terrain Vehicles (ATVs).

**1.2 Instructions**

1.2.1 Requirements, which are identified by the word "**must**", are mandatory. Deviations will not be permitted.

1.2.2 Requirements identified with a "will" define actions to be performed by Canada and require no action/obligation on the Contractor's part.

1.2.3 Where "**must**", "**must**" ..... or "**equivalent**", or "will" is not used, the information provided is for guidance only.

1.2.4 In this document "provided" means "provided and installed".

1.2.5 Where a standard is specified and the Contractor has offered an Equivalent, that Equivalent standard **must** be supplied by the Contractor, at no cost to Canada, when requested by the Technical Authority.

1.2.6 Where a technical certification is referred to in this Purchase Description, a copy of the certification or an acceptable proof of compliance **must** be provided for the trailer when requested by the Technical Authority up until the date of the expiration of the warranty period.

1.2.7 While the metric system is used as the primary system of measurement to define requirements in this Purchase Description, both the metric system and the imperial system of measurements may be indicated. Conversions from one system of measurement to the other may not be exact.

1.2.8 Dimensions stated as nominal are treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

### **1.3     Definitions**

1.3.1    "Provided" means provided and installed.

1.3.2    The term "Trailer" means the trailer for which this purchase description is written.

1.3.3    The term "ATV" means the equipment that will be stored on the flatbed trailer. Dimensions of ATVs are outlined in Section 4.5.2

1.3.4    "Technical Authority" means the official responsible for the technical content of this Purchase Description.

1.3.5    "Equivalent" means a standard, means, or component type, which the Technical Authority has approved for this requirement as meeting the specified requirements for fit.

1.3.6    "Commercially provided" means that the trailer is provided in its standard commercial configuration with no additional government-specific requirements.

1.3.7    "Road Legal" means the trailer can be legally operated on all Canadian highways and secondary roads, without restrictions or special permits.

1.3.8    "Curb Weight" means the weight of the fully equipped trailer. The curb weight includes trailer, all attached accessories, equipment, and, lubricant(s). The Curb Weight does not include the Payload.

1.3.9    "Payload" means the maximum cargo load carrying capacity of the trailer. The payload is the calculated difference between the Curb Weight and the Gross Vehicle Weight.

1.3.10   "Gross Vehicle Weight" (GVW) means the sum of the Curb Weight, and the Payload. The GVW cannot exceed the Gross Vehicle Weight Rating (GVWR);

1.3.11   "Gross Vehicle Weight Rating" (GVWR) means the maximum operating weight of the trailer as stated by the manufacturer.

## 2.0 DATA TABLE

2.1 The following table indicates the minimum trailer deck length and payload for each configuration.

PAYLOAD, kg	LENGTH, m			
	3.0	3.65	5.0	6.0
	10 ft	11.98 ft	16 ft	20 ft
1000 2,205 lb		Config1		Config2
3,000 6,614 lb	Config3		Config4	

## 3.0 APPLICABLE DOCUMENTS

### 3.1 Standards

3.1.1 The following documents form part of this Purchase Description. Canada will not be supplying any reference documents. Sources are a shown:

- a. Canadian Motor Vehicle Safety Standards (CMVSS)  
Transport Canada,  
Road Vehicle and Motor Vehicle Regulation,  
330 Sparks Street,  
Ottawa, Ontario K1A 0N5  
<http://www.tc.gc.ca/acts-regulations/GENERAL/M/mvsa/menu.htm>
- b. Hazardous Products Act  
Government of Canada / Department of Justice  
<http://laws-lois.justice.gc.ca/eng/acts/H-3/>
- c. International Organization for Standardization (ISO)  
ISO Central Secretariat, ch. de la Voie-Creuse  
CP 56, CH-1211 Geneva 20  
Switzerland  
<http://www.iso.org/iso/home.htm>
- d. SAE Standards  
SAE World Headquarters



400 Commonwealth Dr.,  
Warrendale, PA, 15096-0001  
<http://www.sae.org>

## **4.0 REQUIREMENTS**

### **4.1 Standard Design**

4.1.1 The trailer **must** be the latest model namely, from a manufacturer who has demonstrated acceptability by selling, in North America, this type and size class of trailer for at least three (3) years.

4.1.2 The trailer **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; and

4.1.3 The trailer **must** not have systems and components operating at capacities beyond those published by the system or component manufacturers.

### **4.2 Operating Conditions**

4.2.1 **Weather:** The trailer **must** operate under the extremes of weather conditions found in Canada in temperatures ranging from -40°C to 40°C.

#### **4.2.2 Terrain:**

- a. The trailer **must** operate on highways, secondary roads, gravel and dirt roads.
- b. The trailer **must** operate on terrain condition including year round operations on snow, mud, sand and ice.

### **4.3 Safety Standards**

#### **4.3.1 Vehicle Safety Regulations**

- a. The trailer **must** meet the provisions of the Canada Motor Vehicle Safety Act in effect on the date of manufacture of the trailer;
- b. The trailer **must** carry the National Safety Mark when produced in Canada; and
- c. The trailer **must** meet dimension requirements suitable to operate on Canadian highways.

4.3.2 **Hazardous Materials** The contractor **must** comply with Hazardous Products Act of Canada concerning the use of hazardous

materials, ozone depleting substances, polychlorinated biphenyls, asbestos and heavy metals used in the manufacture and assembly of the product supplied.

#### **4.4      Trailer Dimensions**

4.4.1 The trailer **must** have a minimum external deck length as defined in paragraph 2.1.

#### **4.5      Capacity**

4.5.1 The trailer **must** carry a minimum payload as defined in paragraph 2.1.

4.5.2 ATVs have a minimum width of 1.22 m (4.0 ft) a minimum length of 2.14 m (7.02 ft) and a minimum weight of 290 kg (640lbs). ATVs have a maximum width of 1.58 m (5.19 ft) a maximum length of 3.05 m (10.00 ft) and a maximum weight of 674 kg (1486lbs)

4.5.3 The trailer **must** carry a minimum of two (2) ATVs (dimensioned in section 4.5.2).

4.5.4 The tongue weight **must** be limited to a minimum of 8% and maximum of 15% of the trailer GVWR.

#### **4.6      Speed**

4.6.1 The trailer **must** operate with a full payload on highways and secondary roads at speeds of up to and including 110 km/h.

#### **4.7      Towing Ability**

4.7.1 The trailer **must** follow the towing vehicle without weaving or side sway while carrying the maximum payload specified in paragraph 4.5.3.

4.7.2 The trailer **must** provide horizontal articulation up to 30 degrees above the horizontal plane and 30 degrees below the horizontal plane without interference with the towing vehicle.

#### **4.8      Tongue Support**

4.8.1 The trailer tongue **must** be provided with a support for the tongue that will lift and support the trailer with a maximum payload as specified in paragraph 2.1.

4.8.2 The trailer **must** be provided with a wheeled tongue support.

4.8.3 The tongue support **must** be a "swing away" type that stores when the trailer is being towed.

#### **4.9     Hitch**

4.9.1 The trailer **must** be provided with a hitch designed to attach to a trailer ball.

4.9.2 The trailer **must** be provided with an SAE J560 standard 7-prong electrical connector.

4.9.3 The trailer **must** be provided with two (2) safety chains.

#### **4.10    Brakes**

4.10.1 The trailer **must** be equipped with electrical brakes with capacity to handle the GVW of the trailer including the payload defined in section 4.4

#### **4.11    Ramp**

4.11.1 The trailer **must** be equipped with a rear bi-fold ramp that will support the load of two (2) of the ATVs outlined in 4.524.5.1 simultaneously.

3.10.2 The ramp **must** be secured in the closed position.

#### **4.12    Wire Harness Protection**

4.12.1 The trailer **must** be equipped with a trailer wire harness connector protection and securing system for use when trailer is not in use or when in storage.

4.12.2 The wire harness connector protection and securing system **must** be a "Connect-to-Protect" by Hanington Innovations or equivalent.

#### **4.13    12 Volt Lighting**

4.13.1 The trailer **must** have external 12 volt lights and reflectors in accordance with CMVSS.

4.13.2 Lights **must** be recessed or otherwise protected from damage with all components easily accessible for servicing.

#### **4.14    License Plate Holder**

4.14.1 The trailer **must** be provided with a rear mounted, illuminated license plate holder.

3.14.2 The rear mounted license plate holder **must** be recessed or otherwise protected from damage.

#### **4.15    Tie Down Points and Equipment**

4.15.1 The trailer **must** be provided with bed fastened mounting points to secure the ATV payload.

4.15.2 The trailer must be supplied with a full set of mounting tie down equipment sufficient to properly secure a minimum of two (2) ATVs to the bed of the trailer.

4.15.3 The tie down points must provide at minimum support for two (2) ATVs.

4.15.4 The tie down points must be recessed or otherwise hidden so as allow heavy equipment to slide across the flatbed surface during loading and unloading.

#### **4.16    Wheels, Rims and Tires**

4.16.1 The tires must have tire manufacturer certification that tires and rims provided are suitable and adequately sized for this application.

4.16.2 Tire size and ply ratings must comply with Tire and Rim Association Standards.

4.16.3 The wheel assembly must have sufficient load capacity to handle the GVWR of the fully loaded trailer.

4.16.4 Operating tire pressure must be visibly marked near the tire location.

4.16.5 The tires must be tubeless radial tires with all-weather treads.

4.16.6 The rims must be single piece steel rims or equivalent.

4.16.7 The trailer must be provided with an identical spare wheel assembly mounted on the trailer, of the same size and ply rating as tires furnished with trailer.

4.16.8 The Technical Authority must approve the proposed spare tire mounting location.

4.16.9 A wheel lug nut wrench must be provided with the spare tire and mounted in a TA approved location.

#### **4.17    Lubricants**

4.17.1 Lubrication fittings must conform to SAE J534.

#### **4.18    Rust Protection**

4.18.1 The trailer frame must have a galvanized finish to prevent corrosion.

#### **4.19    Identification**

4.19.1 The following information must be permanently marked in a conspicuous and protected location:

- a. Manufacturer's name, model and serial number.
- b. Manufacturer's Vehicle Identification Number (VIN).
- c. Trailer Capacity rating must be marked on the drawbar.

#### **4.20    Labels**

4.20.1 All warning and instruction labels **must** be in a bilingual format or ISO symbol format.

#### **4.21    Trailer Delivery Instructions**

4.21.1 If the trailer requires assembly at destination, the contractor **must** be responsible for all manpower and equipment to perform assembly.

4.21.2 The space for assembly at destination will be provided, if required.

4.21.3 For shipment verification, items such as wheel wrenches, jacks, and all other tools, equipment and accessories, which are shipped loose, **must** be listed on the shipping certificate or to an attached packing note.

### **5.0       INTEGRATED LOGISTICS SUPPORT**

#### **5.1       Documentation and Support Items**

5.1.1 Items Provided To Technical Authority.

- a. **Data Summary**. A bilingual data summary **must** be provided with data and a trailer picture in the Technical Authority provided format;
- b. **Warranty Letter**
  - (i) A paper copy of the completed bilingual warranty letter in the approved format **must** be provided to the Technical Authority; and
  - (ii) The warranty letter **must** include the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada.
- c. **Photographs**
  - (i) Two (2) digital pictures, one left-front three-quarter view, and one right-rear three-quarter view **must** be provided;
  - (ii) Pictures **must** have an uncluttered background; and

- (iii) Pictures **must** have a resolution of at least ten (10) Mega pixels.

#### 5.1.2 Items with Each Trailer

##### a. **Operator's Manuals**

- (i) An operator's manual for the safe trailer operation including all supplied attachments **must** be provided with each trailer shipped;
- (ii) The operator's manual **must** be provided in a bilingual format as a package;
- (iii) A digital copy of the operator's manual **must** be provided, in addition to the paper copy, with each trailer shipped; and
- (iv) The digital copy **must** be functional without the requirement for a password, an auto-run installation procedure or an Internet connection. Digital copies **must** be provided on a CD or DVD. The digital copy be **must** be provided in a searchable PDF format.

##### b. **Warranty Letter**

- (i) A paper copy of the completed bilingual warranty letter in the approved format (provided by the Technical Authority) **must** be provided with each trailer shipped;
- (ii) The warranty letter **must** include the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada; and
- (iii) Designated warranty providers **must** honour the warranty letter.

Annex B

W8476-236631

June 2022



**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.

**TECHNICAL EVALUATION MATRIX**

**FOR**

**TRAILER, FLATBED, ATV**

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**OPI DSVPM 4 – DAPVS 4**

Issued on Authority of the Chief of the Defence Staff  
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**TRAILER, FLATBED., ATV**  
**TECHNICAL EVALUATION MATRIX**

This questionnaire covers technical information, which **must** be provided for evaluation of the Bidder's capabilities to provide trailers.

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

Definition for **Equivalent** is found in the DEFINITIONS section of this document.

**OFFEROR INFORMATION**

**Offeror Name:** \_\_\_\_\_

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

**Proposed Make**                      **- Model**                      .

**Substitutes/Alternatives**

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

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

**DEFINITIONS**

***The following definitions apply to the interpretation of this Technical Information Questionnaire:***

- a. "Equivalent" - A standard, means, or component type, which has been accepted by the Technical Authority as meeting the specified requirements for form, fit, function and performance.



PD Reference	Requirement	Location of Substantial Information in Bid Proposal	Comment
4.1.1	The trailer <u>must</u> be the latest model from a manufacturer who has demonstrated acceptability by selling, in North America, this type and size class of trailer for at least three (3) years.		
4.5.1	The trailer <u>must</u> carry a minimum payload as defined in paragraph 2.1.		
4.5.3	The trailer <u>must</u> carry a minimum of two (2) ATVs (dimensioned in section 4.5.2).		
4.11.1	The trailer <u>must</u> be equipped with a rear bi-fold ramp that will support the load of two (2) of the ATVs outlined in 4.5.2 simultaneously.		
4.15.3	The trailer <u>must</u> be supplied with a full set of mounting tie down equipment sufficient to properly secure a minimum of two (2) ATVs to the bed of the trailer.		