



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

Attention: - Attention :
Genevieve Roach
DLP 5-3-4-6

Solicitation Closes - L'invitation prend fin

At - à :
2:00 PM - 14:00

On - le :
December 29, 2022 – 29 decembre 2022

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

Title - Sujet Remote Control Mower and Trailer Tondeuse à télécommande et remorque	
Solicitation No. N° de l'invitation W8476-236669/A	Date of Solicitation Date de l'invitation November 15, 2022 – 15 novembre 2022
Address enquiries to: - Adresser toute demande de renseignements à : Genevieve Roach E-Mail Address - Courriel Genevieve.roach@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 required Livraison exigée See herein - Voir aux présentes	Delivery offered Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
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 Qty 1x Remote Control Mower and Trailer for delivery to CFB Trenton, Ontario. The requested delivery date is 120 days.
- 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 subject to a preference for 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) (<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](#) (2022-03-29), 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 Canada Post Corporation's (CPC) Connect service, is deleted in its entirety.
- (viii) Section 20, Further information, subsection 2, is deleted in its entirety.

D. The [2003-1](#) (2015-04-01), Supplemental Standard Instructions - Telecommunications, are incorporated by reference into and form part of the bid solicitation.

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 Canada Post Corporation's (CPC) Connect service 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.

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 Annex entitled Basis of Payment.

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 1 to Part 3 entitled Electronic Payment Instruments, to identify which ones are accepted.
- B. If the attachment 1 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.

3.4 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;

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 24 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.

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) (International Only); 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 and Promaxis will evaluate the bids.

4.1.1 Technical Evaluation

- A. Mandatory technical evaluation criteria are included in the attachment 1 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 Financial Evaluation

- A. The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, DDP destination, freight charges included, Canadian customs duties and excise taxes included.

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, REMOTE CONTROL MOWER AND TRAILER”, dated 2022-02-22.

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 REMOTE CONTROL MOWER AND TRAILER

- 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	Quantity Required (A)	Firm Unit Price (B)	Sub-Total (C = A x B)
001. Remote Control Mower	8 Wing Trenton Major Equipment Section 8 Wing Supply Trenton 36 Portage Drive, Bldg 162 Trenton, ON K0K 3W0	1	\$	\$
002. Trailer	8 Wing Trenton Major Equipment Section 8 Wing Supply Trenton 36 Portage Drive, Bldg 162 Trenton, ON K0K 3W0	1	\$	\$
Total (D = sum C)				\$

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. This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered. Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#).

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-) (<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](#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](#) 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 Certification

- A. This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in clause [A3050T](#), may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

The Bidder certifies that:

() the good(s) offered are Canadian goods as defined in paragraph 1 of clause [A3050T](#).

5.3.4 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.)

5.3.5 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

5.3.6 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 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.

6.3 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 (2022-01-28), 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 24 months 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.

6.3.3 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.

6.3.4 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 or 24 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: Genevieve Roach
Position: DLP 5-3-4-6
Address: Department of National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
E-mail: Genevieve.roach@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.

6.6.2 Method of Payment

6.6.2.1 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.

6.6.3 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]

- (i) Direct Deposit (Domestic and International);
- (ii) Electronic Data Interchange (EDI) (International only); and
- (iii) 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 the release document and any other documents as specified in the Contract;
- (iii) A copy of invoices or receipts for Shipping Costs;
- (iv) A description of the Work delivered; and
- (v) 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: genevieve.roach@forces.gc.ca

- (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 any due payment of the following:

- (i) Items 001 & 002 listed in Annex B

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 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 \(http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3050T/active\)](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 (2022-01-28), General Conditions - Goods (Medium Complexity);
 - (iii) Annex A, Requirement;
 - (iv) Annex B, Basis of Payment; and
 - (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.

Option 1: When the contract is to be with a Canadian-based supplier; or

6.12 Foreign Nationals (Canadian Contractor)

- A. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

Option 2: When the contract is to be with a foreign-based supplier.

6.12 Foreign Nationals (Foreign Contractor)

- A. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations

before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

6.13 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.

6.14 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.

6.15 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.

6.16 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.

Option 1: When the contract is to be with a Canadian-based supplier, or

6.17 Quality assurance authority (Department of National Defence): Canadian-based contractor

- A. All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or it's designated Quality Assurance Representative (QAR):

Director of Quality Assurance (DQA)
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2

E-mail: ContractAdmin.DQA@forces.gc.ca

- B. Within 48 hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:
- Atlantic - Halifax: 902-427-7224 or 902-427-7150
Quebec - Montreal: 514-732-4401 or 514-732-4477
Quebec - Quebec City: 418-694-5996
National Capital Region - Ottawa: 819-939-8605 or 819-939-8608
Ontario - Toronto: 416-635-4404, ext. 6081 or 2754
Ontario - London: 519-964-5757
Manitoba/Saskatchewan - Winnipeg: 204-833-2500, ext. 6574
Alberta - Calgary: 403-410-2320, ext. 3830
Alberta - Edmonton: 780-973-4011, ext. 2276
British Columbia - Vancouver: 604-225-2520, ext. 2460
British Columbia - Victoria: 250-363-5662
- C. The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.
- D. The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.
- E. Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

Option 2: When the contract is to be with a foreign-based supplier.

6.17 Quality Assurance Authority (Department of National Defence): Foreign-based and United States Contractor

- A. All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or it's designated Quality Assurance Representative (QAR).
- Director of Quality Assurance
National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca
- B. If the Contractor has not been contacted by the QAR performing GQA in the Contractor's facility or area within 45 working days of award of the Contract, the Contractor must notify the Contracting Authority.
- C. Where no official arrangements for mutual GQA have been concluded, the Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director of Quality Assurance. If the GQA services must be provided on a cost-recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.
- D. 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 requirements of the Contract.
- E. The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the

Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.

- F. Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for 3 years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

6.18 Quality Assurance Document

- A. The Contractor must ensure that a packing note and copies of the quality assurance document accompany each shipment. They must be enclosed in a waterproof envelope fastened to the last package of the shipment or inside the last package, which is to be marked to indicate the enclosures. In the case of a carload shipment, they must be fastened to the inside door frame of the railway car.

Option 1: When the contract is to be with a Canadian-based supplier; or

6.19 Release documents (Department of National Defence): Canadian-based contractor

- A. Unless otherwise directed by the Department of National Defence (DND) Quality Assurance Authority, the signature of the DND Quality Assurance Representative on the release document is not required.
- B. Material must be released for shipment using either DND form CF 1280, Certificate of Release, Inspection and Acceptance, or a release document containing the same information. The Contractor must prepare the release document(s).
- C. For return of repair and overhaul material to the Defence Supply Chain, use forms DND 2227/DND 2228 in lieu of DND form CF 1280.

Option 2: When the contract is to be with a United States-based supplier; or

6.19 Release Documents (Department of National Defence): United States-based Contractor

- A. Material must be released for shipment using a DD Form 250, Material Inspection and Receiving Report, or a release document containing the same information and acceptable to the Quality Assurance Representative. The Contractor must prepare the release document(s).

Option 3: When the contract is to be with a foreign-based supplier.

6.19 Release Documents (Department of National Defence): Foreign-based Contractor

- A. Material must be released for shipment using a Certificate of Conformity in accordance with NATO STANAG 4107 which must be prepared by the Contractor.

6.20 Release Documents - Distribution

- A. The Contractor must prepare the release documents in a current electronic format and distribute them as follows:
- (i) 1 copy mailed to consignee marked: "Attention: Receipts Officer";
 - (ii) 2 copies with shipment (in a waterproof envelope) to the consignee;
 - (iii) 1 copy to the Contracting Authority;
 - (iv) 1 copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A OK2

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

- (v) 1 copy to the Quality Assurance Representative;
- (vi) 1 copy to the Contractor; and
- (vii) For all non-Canadian contractors, 1 copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A OK2

E-mail: ContractAdmin.DQA@forces.gc.ca

6.21 Material

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

6.22 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.

6.23 Vehicle Safety

- A. Each vehicle supplied pursuant to the Contract must meet the applicable provisions of the [Motor Vehicle Safety Act](#), 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.

6.24 Recall Notices

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

6.25 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.

6.26 Wood packaging materials

- A. All wood packaging materials used in shipping must conform to the [International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade \(ISPM 15\)](#) (<https://www.ippc.int/en/core-activities/standards-setting/ispms/>).
- B. Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:
 - (i) D-98-08 - [Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States](#) (<http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993>); and
 - (ii) D-13-01 - [Canadian Heat Treated Wood Products Certification Program \(HT Program\)](#) (<http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967>).

6.27 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.

6.28 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.

ANNEX A - REQUIREMENT

See attached document(s) entitled:

“PURHCASE DESCRIPTION: REMOTE CONTROL MOWER AND TRAILER” – dated 2022-02-22

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 REMOTE CONTROL MOWER AND TRAILER

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 Remote Control Mower	8 WG Trenton Major Equipment Section 8 Wing Supply Trenton 46 Portage Drive, Bldg 162 Trenton, ON K0K 3W0	[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 Trailer	8 WG Trenton Major Equipment Section 8 Wing Supply Trenton 46 Portage Drive, Bldg 162 Trenton, ON K0K 3W0	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	\$(Cost to be detailed in the resulting contract)



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
REMOTE CONTROL MOWER AND TRAILER

1. SCOPE

1.1 **Scope.** This Purchase Description defines the requirements for a remote control mower and trailer.

1.2 **Instructions**

- (a) Requirements that 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 a standard is specified and the Contractor has offered an **Equivalent**, that **Equivalent** standard **must** be supplied by the Contractor.
- (e) Where a technical certification is referred to in this Purchase Description, a copy of the certification or **Equivalent must** be supplied, when requested by the **Technical Authority**.
- (f) 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.
- (g) 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.

1.3 **Definitions**

- (a) “**Provided**” means “provided and installed”.
- (b) “**Equivalent**” means a standard, means, or component type that the **Technical Authority** has approved for this requirement as meeting the specified requirements for fit, form, function and performance.
- (c) “**Commercially Equipped**” means that the vehicle is provided in its standard commercial configuration with no additional government-specified requirements.
- (d) “**Bilingual**” means both official languages; English and French.
- (e) “**Road legal**” means the vehicle/trailer can be legally operated on all Canadian highways and secondary roads, without restrictions or special permits.
- (f) “**Payload**” means the maximum cargo load carrying capacity of the vehicle/trailer.

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



- (g) **“Gross Vehicle Weight Rating”** (GVWR) means manufacturer-specified recommended maximum weight of a vehicle/trailer when fully loaded.

2. APPLICABLE DOCUMENTS

2.1 **Government Furnished Documents.** NOT APPLICABLE

2.2 **Other Publications.** Canada will not supply reference documents. Effective documents are those in effect on the date of the manufacture of equipment. Information on the organization is supplied below.

- (a) Hazardous Products Act
Government of Canada / Department of Justice
<http://laws-lois.justice.gc.ca/eng/acts/H-3/>
- (b) SAE Standards
SAE World Headquarters
400 Commonwealth Dr.,
Warrendale, PA, 15096-0001
<http://www.sae.org>
- (c) Canada Motor Vehicle Safety Act (CMVSA)
Government of Canada / Transport Canada
<http://www.tc.gc.ca/eng/acts-regulations/acts-1993c16.htm>

3. REQUIREMENTS

3.1 **Contractor certification.** The contractor **must** be the remote control mower OEM or an OEM officially recognized distributor/re-seller for the remote control mower.

3.2 **Standard Design**

- (a) The equipment **must** be the latest model from a manufacturer who has demonstrated acceptability by selling, in North America, this type and size class of equipment for at least three (3) years.
- (b) The equipment **must** include all components, equipment and accessories normally supplied for this application, although they may not be specifically described in this Purchase Description.
- (c) The equipment **must** have engineering certification available, upon request, for this application, from the original manufacturers of the major equipment, systems and assemblies.
- (d) The equipment **must** conform to all applicable laws, regulations and industrial standards in effect in Canada at the time of manufacture. The regulatory areas may include but are not necessarily limited to welding, manufacturing, health and safety, noise levels, environment and emissions.
- (e) The equipment, its systems, sub-systems and accessories **must** operate in accordance with all original equipment manufacturers' (OEM) rated capacities and performance specifications.

3.3 **Operating Conditions**

3.3.1 **Weather.** The equipment **must** operate under the weather conditions found in Canada in temperatures ranging from 0° to 40°C.

3.3.2 **Terrain.** The remote control mower **must** propel itself in the forward and reverse directions during off-road operations, in all-weather conditions.

3.4 **Safety Standards**

3.4.1 **Hazardous Materials**. The contractor **must** comply with the Hazardous Products Act of Canada with regards to the use of hazardous materials, ozone depleting substances, polychlorinated biphenyls, asbestos and heavy metals used in the manufacture and assembly of the product supplied.

3.5 **Remote Control Mower**

3.5.1 **Remote Control Mower Performance**

- (a) The equipment **must** be a remote control mower.
- (b) The remote control mower **must** have a gross power rating of at least 15 kW.
- (c) The mower **must** have a forward speed of at least 5 km/h.
- (d) The remote control mower **must** operate on forward, reverse and side slopes of at least 50 degrees.

3.5.2 **Remote Control Mower Cutting Width**. The remote control mower **must** have a cutting width of at least 1,000 mm.

3.5.3 **Remote Control Mower Engine**. The remote control mower **must** be provided with the manufacturer's standard gasoline or diesel engine.

3.5.4 **Remote Control Mower Transmission**. *Commercially Equipped.*

3.5.5 **Remote Control Mower Brake System**. *Commercially Equipped.*

3.5.6 **Remote Control Mower Steering**. *Commercially Equipped.*

3.5.7 **Remote Control Mower Propulsion**. The remote control mower **must** be provided with the manufacturer's standard tracks or tires.

3.5.8 **Remote Control Mower Instruments**. *Commercially Equipped.*

3.5.9 **Remote Control Mower Electrical System**. *Commercially Equipped.*

3.5.10 **Remote Control Mower Remote Control**

- (a) The remote control mower **must** be controlled by a wireless remote control.
- (b) The remote control **must** have a range of at least 300 m.
- (c) The remote control mower system **must** operate in the 2.4 GHz licence exempt frequency band as per Canada, Innovation, Science and Economic Development Canada (ISED) Radio Standard RSS-247.
- (d) The remote control mower system **must** already be certified for use in Canada by ISED, and possess a Technical Acceptance Certificate (TAC) number also issued by ISED.
- (e) A wireless remote control **must** be provided with the remote control mower.

3.6 **Trailer**

3.6.1 **Trailer Performance**

- (a) The remote control mower **must** be supplied with a transport trailer.
- (b) The trailer **must** transport the remote control mower.
- (c) The trailer **must** have a Gross Vehicle Weight Rating (GVWR) sufficient to transport the remote control mower.
- (d) The trailer **must** carry a full load on highways and secondary roads at speeds of up to at least 110 km/h.

- 3.6.2 **Trailer Towing.** The trailer **must** have a horizontal articulation up to 60 degrees without interference with the towing vehicle.
- 3.6.3 **Trailer Dimensions.** The trailer **must** have a deck width and length sufficient to carry the remote control mower.
- 3.6.4 **Trailer Ball Coupler**
- (a) The trailer **must** be provided with a ball coupler.
 - (b) The ball coupler **must** accommodate a 2 inch (50.8 mm) ball.
- 3.6.5 **Trailer Safety Chains**
- (a) The trailer **must** be provided with two (2) safety chains with snap hooks.
 - (b) The safety chains **must** be built in accordance with SAE J697 Safety Chain of Full Trailers or Converted Dollies.
- 3.6.6 **Trailer Tie-downs.** The trailer **must** be provided with sufficient frame mounted tie-downs to secure the remote control mower.
- 3.6.7 **Securing Devices.** The trailer **must** be provided with all the securing devices necessary to safely secure the remote control mower to the trailer for road transportation.
- 3.6.8 **Trailer License Plate Holder**
- (a) The trailer **must** be provided with a rear license plate holder.
 - (b) The rear license plate **must** be illuminated with LED lights.
- 3.6.9 **Trailer Wheels and Tires**
- (a) The trailer **must** be provided with galvanized or aluminum wheels.
 - (b) The trailer **must** be provided with steel-belted, tubeless radial tires.
 - (c) All wheels **must** be provided with tires with a mud and snow tread.
 - (d) The wheel assemblies **must** have a capacity equal or greater than the load applied, at the top trailer speed.
- 3.6.10 **Trailer Ramps**
- (a) The trailer **must** be provided with ramps or a single ramp with a secure travel lock provision.
 - (b) The ramp or ramps **must** be of sufficient strength for the remote control mower.
 - (c) The ramp or ramps **must** be sized to load and unload the remote control mower without causing interference between the mower and the trailer.
- 3.6.11 **Trailer Electrical System**
- (a) The trailer **must** operate with a towing vehicle having a 12-volt negative ground electrical system.
 - (b) The electrical system **must** be provided with a positive engaging, 4-pin trailer connector.
- 3.6.12 **Trailer Lighting**
- (a) The trailer **must** have lights and reflectors in accordance with CMVSA.
 - (b) The lights **must** be recessed or otherwise protected from damage with all components easily accessible for servicing.
 - (c) All trailer lighting **must** be LED.
 - (d) Lights **must** be rubber mount sealed LED lights.

3.6.13 **Trailer Finish.** The trailer frame **must** be provided with a galvanized finish.

3.7 **Lubricants and Hydraulic Fluids**

- (a) The equipment **must** operate using synthetic non-proprietary lubricants and hydraulic fluids.
- (b) Grease fittings **must** conform to SAE J534 or an **Equivalent**.

3.8 **Labels.** All written warning and instruction labels **must** be in English and French.

3.9 **Equipment Delivery Condition**

- (a) The equipment **must** be delivered to destination in a fully operational condition (serviced and adjusted).
- (b) If the equipment requires assembly at destination, the contractor **must** be responsible for all manpower and equipment to perform assembly.
- (c) The space for assembly at destination will be provided, if required.
- (d) The equipment **must** be cleaned before leaving the contractor location.
- (e) Fuel tank(s) **must** be half to three quarters full on delivery.

4. **INTEGRATED LOGISTICS SUPPORT (ILS)**

4.1 **General Requirements**

- (a) The Contactor **must** provide all ILS deliverables for both the remote control mower and the trailer.
- (b) Sample ILS documents **must** be submitted to the **Technical Authority** prior to the delivery of the equipment, for approval. Sample ILS documents will not be returned.
- (c) **Technical Authority** approval, request for additional documentation or request for amendments will be supplied within 15 working days of receipt.
- (d) The Contractor **must** supply the additional documentation or implement the changes as requested by the **Technical Authority**.
- (e) **Digital Documents**
 - i All digital copies **must** be supplied in searchable PDF format unless stated otherwise.
 - ii Digital copies **must** be functional without the requirement for a password, an auto-run installation procedure or an Internet connection.
 - iii Digital copies of manuals **must** be supplied to the TA by email or e-transfer and with the equipment on a CD or DVD (**USB sticks will not be accepted**).
 - iv Digital copies of other ILS documents **must** be provided by email to the TA or on CD or DVD.
 - v CD/DVD **must** be permanently and legibly marked with the equipment description and a list of contents.
- (f) **Paper Documents.** All paper copies of ILS documents delivered **must** have the same content as the digital copy approved by the **Technical Authority**.

4.1.2 **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 or e-transfer for approval	Supplied with each Equipment	Remarks	Reference Paragraph
Photograph and Line Drawing Package	Digital	X 30 days before delivery of equipment	-	-	JPEG	4.2.1
Data Summary	Digital	X 30 days before delivery of equipment	-	-	Microsoft Word	4.2.2
Warranty Letter	Digital	X 30 days before delivery of equipment	-	-	PDF	4.2.3
	Paper	-	-	X	-	
Safety Data Sheets Package	Digital	X 30 days before delivery of equipment	-	-	PDF	4.2.4
	Paper	-	-	X	-	
Set of Manuals	Digital	-	X 30 days before delivery of equipment	X	PDF - on CD/DVD with equipment*	4.2.5
	Paper	-	-	X	-	

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

4.2 **ILS Elements Description**

4.2.1 **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; and
 - ii One (1) front-view and one (1) side-view line drawing showing dimensions of the 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.

4.2.2 **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; and
 - iii Be delivered in Microsoft Word format.

4.2.3 **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.

4.2.4 **Safety Data Sheets Package**

- (a) The Safety Data Sheets Package **must** include:
 - i A bilingual (or a separate French and an English) list of all hazardous materials used on the equipment and its accessories; and
 - ii A complete bilingual set (or a set in French and a set in English), off 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.

4.2.5 **Set of Manuals**

- (a) The set of manuals for each configuration/model **must** include:
 - i The French and English (or bilingual) operator manual(s);
 - ii The French and English (or bilingual) maintenance (shop repair) manual(s); and
 - iii The English or bilingual parts manual(s).
- (b) The set of manuals **must** include manuals (operator, maintenance (shop repair) and parts) for all major components, all attachments, accessories and features for the configuration/model supplied.



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
REMOTE CONTROL MOWER AND TRAILER

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

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:

OPI: DSVPM 4 – BPR: DAPVS 4

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



REMOTE CONTROL MOWER AND TRAILER				
PD Reference	Requirement	Substantial Information required	Value	Location of Substantial Information in Bid Proposal
3.1	Contractor certification. The contractor <i>must</i> be the remote control mower OEM or an OEM officially recognized distributor/re-seller for the remote control mower.	Proof of compliance.		
3.5.1	Remote Control Mower (a) The equipment <i>must</i> be a remote control mower.	A system drawing, picture, or brochure showing the mower <i>must</i> be provided.	Make:	
			Model:	
	(b) The remote control mower <i>must</i> have a gross power rating of at least 15 kW.		kW	
	(c) The mower <i>must</i> have a forward speed of at least 5 km/h.		km/h	
	(d) The remote control mower <i>must</i> operate on forward, reverse and side slopes of at least 50 degrees.		degrees	
3.5.2	Remote Control Mower Cutting Width. The remote control mower <i>must</i> have a cutting width of at least 1,000 mm.	A system drawing, picture, or brochure showing the mower <i>must</i> be provided.	mm	
3.5.10	Remote Control Mower Remote Control (a) The remote control mower <i>must</i> be controlled by a wireless remote control.	A system drawing, picture, or brochure showing the mower <i>must</i> be provided.		
	(b) The remote control <i>must</i> have a range of at least 300 m.	A system drawing, picture, or brochure showing the mower <i>must</i> be provided.	m	
	(c) The remote control mower system <i>must</i> operate in the 2.4 GHz licence exempt frequency band as per Canada, Innovation, Science and Economic Development Canada (ISED) Radio Standard RSS-247.	The bidder <i>must</i> provide documentation for both the remote control and mower		

REMOTE CONTROL MOWER AND TRAILER				
		transmitters to show: (a) transmitted power, antenna gain and operating frequencies/frequency range; or (b) EIRP (if transmitted power and antenna gain are not known)		
	(d) The remote control mower system must already be certified for use in Canada by ISED, and possess a Technical Acceptance Certificate (TAC) number also issued by ISED.	The bidder must provide a copy of the ISED certificate.	TAC Number:	
3.6.1	Trailer (a) The remote control mower must be supplied with a transport trailer.	A system drawing, picture, or brochure showing the trailer must be provided.	Make:	
			Model:	
3.6.13	Trailer Finish. The trailer frame must be provided with a galvanized finish.	A system drawing, picture, or brochure showing the trailer must be provided.		

DEFINITION

The following definition applies to the interpretation of this Technical Evaluation Matrix:

- 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.