



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**

RETURN BIDS TO:

RETOURNER LES SOUMISSIONS À :

Megan Buchanan, DLP 8-1-4
Megan.Buchanan@forces.gc.ca

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 indiqué(s).

Title/Titre 6 X 6 All-Terrain Vehicle (ATV)	Solicitation No – N° de l’invitation W6399-22LJ77/B
Date of Solicitation – Date de l’invitation 07 February 2023	
Address Enquiries to – Adresser toutes questions à Megan.Buchanan@forces.gc.ca	
Telephone No. – N° de téléphone 613-945-2929	FAX No – N° de fax
Destination Specified herein	

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.

Solicitation Closes – L’invitation prend fin At – à : 02:00 PM Eastern Standard Time (EST) On - le : 23 February 2023
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Delivery required - Livraison exigée	Delivery offered - Livraison proposée
Vendor Name and Address - Raison sociale et adresse du fournisseur	
Name and title of person authorized to sign on behalf of vendor (type or print) - Nom et titre de la personne autorisée à signer au nom du fournisseur (caractère d'imprimerie)	
Name/Nom _____	Title/Titre _____
Signature _____	Date _____

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This bid solicitation cancels and supersedes previous bid solicitation number W6399-22LJ77/A dated 04 October 2022 with a closing of 03 November 2022 at 2:00pm EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement applicable to this bid solicitation.

1.2 Requirement

The requirement is detailed in Annex A – Purchase Description for the “Ride On” 6 X 6 All-Terrain Vehicle (ATV) – Two Rider.

1.3 Debriefings

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

1.4 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-Chile Free Trade Agreement (CCFTA), the Canadian Free Trade Agreement (CFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Honduras Free Trade Agreement (CHFTA), the Canada-Korea Free Trade Agreement (CKFTA) and the Canada-European Union Comprehensive Economic and Trade Agreement (CETA).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

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

The 2003 (2022-03-29) Standard Instructions – Goods and Services – Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 20(2), Further Information is deleted in its entirety.
- c) Subsection 2.d. of Section 05, Submission of Bids, is deleted in its entirety and replaced with the following:

Send its bid only to the address specified in the bid solicitation.

- d) Section 06, Late Bids, Is deleted in its entirety;
- e) The text under Section 07, Delayed Bids, is deleted in its entirety and replaced with the following:

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.

- f) Subsection 1 of Section 08, Transmission by Facsimile or by Canada Post Corporation's (CPC) Connect service, is deleted in its entirety.

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

Delete: 60 days
Insert: 120 days

2.2 Electronic Submission of Bids

- a) Bids must be submitted only to the Department of National Defence by the date, time and place indicated on page 1 of the bid solicitation. Bids must be received electronically as noted in subparagraph b).
- b) **Electronic Submissions: Individual e-mails exceeding five (5) megabytes, or that includes other factors such as embedded macros and/or links, may be rejected by the DND 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. The Contracting Authority will confirm receipt of documents. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Bidders should not assume that all documents have been received unless the Contracting Authority confirms receipt of each document. In order to minimize the potential for technical issues, Bidders are requested to allow sufficient time before the closing time and date to confirm receipt. Technical and financial documents received after the closing time and date will not be accepted.

Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that Bidders provide their bid in separately bound 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;

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

Bidders may use Annex B to indicate their prices. If Bidders choose to use Annex B to indicate their prices, Bidders must include Annex B in their financial bid

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid as follows:

Bidders must submit firm prices, Delivered Duty Paid (DDP) at destination of the goods specified in Annex B, Incoterms 2010, Applicable Taxes excluded. The total amount of Applicable Taxes must be shown separately.

Unless the bid solicitation specifically requires bids to be submitted in Canadian currency, bids submitted in foreign currency will be converted to Canadian currency for evaluation purposes. The rate given by the Bank of Canada in effect on the bid solicitation closing date, or on another date specified in the bid solicitation, will be applied as a conversion factor to the bids submitted in foreign currency.

3.1.1 Electronic Payment of Invoices – Bid

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

If Annex D Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

SACC Manual clause [C3011T](#) (2013-11-06), Exchange Rate Fluctuation

Section III: Certifications

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must meet all mandatory technical evaluation criteria detailed in Annex C – Technical Information Questionnaire.

4.1.2 Financial Evaluation

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

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless otherwise specified, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, **if applicable**, the declaration form available on the [Forms for the Integrity Regime](http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html) website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html>), to be given further consideration in the procurement process.

5.2 Certifications Precedent to Contract Award and Additional Information

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

5.2.1 Integrity Provisions – Required Documentation

In accordance with the [Ineligibility and Suspension Policy](http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html) (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed) website (http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969#afed).

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

PART 6 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

6.1 Security Requirements

6.1.1 There is no security requirement applicable to this Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Purchase Description at Annex A.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

[2010A](#) (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modifications:

a. Definition of Minister is modified as follows:

"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.

6.3.2 Use and Translation of Written Material

Unless otherwise provided in the Contract, copyright in any written material used, produced or delivered under the Contract belongs to the author of the material or its rightful owner. Canada has the right to use, reproduce and disclose for government purposes any written material relating to the Work that is delivered to Canada.

If the Contract does not require the delivery of any written material in both of Canada's official languages, Canada may translate the written material into the other official language. The Contractor acknowledges that Canada is the owner of the translation and has no obligation to provide the translation to the Contractor. Canada agrees that any translation must include any copyright or proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems which may be caused by the translation.

6.4 Term of Contract

6.4.1 Delivery Date

All the deliverables must be received on or before _____. *(To be completed by DND at contract award)*

6.4.2 Option to Extend the Contract

The Contractor grants to Canada the irrevocable option to acquire the goods described at Annex A of the Contract under the same conditions and at the price stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within twelve (12) months after contract award by sending a written notification to the Contractor.

6.4.3 Shipping Instructions

Goods must be consigned and delivered to the destination specified in the contract:

1. Incoterms 2010 "DDP Delivered Duty Paid" at destinations indicated in Annex B.
2. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Technical Authority. The consignee may refuse shipments when prior arrangements have not been made.

6.4.4 Delivery and Unloading

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

When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.

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.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Megan Buchanan
Title: Senior Materiel Acquisition and Support Officer
Department of National Defence
Directorate of Land Procurement

Address: 101 Colonel By Drive
Ottawa, Ontario
K1A 0K2

Telephone: 613-945-2929
E-mail: Megan.Buchanan@forces.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority

The Technical Authority for the Contract is: *(To be completed by DND at contract award)*

Name: _____
Title: _____
Organization: _____
Address: _____

Telephone : _____
Facsimile: _____
E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority, however the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Contractor's Representative *(To be completed by the bidder)*

Name: _____
Title: _____
Address: _____
Telephone: _____
Email: _____

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price as specified in Annex B for a cost of \$_____. Custom duties are included and Applicable Taxes are extra.

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

6.6.2 Multiple Payments

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

6.6.3 SACC Manual Clauses

SACC Manual clause [C2000C](#) (2007-11-30) Taxes – Foreign-based Contractors

6.6.4 Electronic Payment of Invoices – Contract

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

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

6.7 Invoicing Instructions

1. 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.
2. Invoices must be distributed as follows:
 - (a) The original must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.8 Certifications

6.8.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

6.9 Applicable Laws

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

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) [2010A](#) (2022-12-01), General Conditions: Goods (Medium Complexity);
- (c) Annex A – Purchase Description for the "Ride-On" 6 X 6 All-Terrain Vehicle (ATV) – Two Rider;
- (d) Annex B – Basis of Payment;
- (e) the Contractor's bid dated _____

6.11 Defence Contract

SACC *Manual* clause [A9006C](#) (2012-07-16) Defence Contract

6.12 Insurance

SACC *Manual* clause [G1005C](#) (2016-01-28) Insurance – No specific Requirement

6.13 Packaging Requirement

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.

SACC *Manual* clause [D2000C](#) (2007-11-30), Markings

SACC *Manual* clause [D2001C](#) (2007-11-30), Labelling

SACC *Manual* clause [D9002C](#) (2007-11-30), Incomplete Assemblies

6.14 Quality Assurance

SACC *Manual* clause [D5545C](#) (2019-05-30), ISO 9001:2015 – Quality Management Systems Requirement (Quality Assurance Code C)

6.15 Vehicle Safety

SACC *Manual* clause A9049C (2011-05-16) Vehicle Safety

6.16 Work Site Access

SACC *Manual* clause [A1009C](#) (2008-05-12) Work Site Access

6.17 Post-Contract Award/Pre-Production Meeting

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor shall be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at a Government facility or via teleconference, at Canada's discretion and at no additional cost to Canada, with representatives of the Contractor and the Department of National Defence.

6.18 Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Work 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.

ANNEX A

PURCHASE DESCRIPTION FOR THE “RIDE ON” 6X6 ALL TERRAIN VEHICLE (ATV) – TWO RIDER

1.0 SCOPE

1.1 Scope

This Purchase Description covers the requirement for a “ride on” 6 X 6 All-Terrain Vehicle (ATV) for an operator and one additional rider in a single-up (front-rear) configuration.

1.2 Instructions

The following instructions apply to this Purchase Description:

- (a) Requirements, which are identified by the word “must”, are mandatory. Deviations will not be permitted;
- (b) Requirements identified with a “will” define actions to be performed by Canada and require no action/obligation on the Contractor’s part;
- (c) Where “must” or “will” are not used, the information provided is for guidance only;
- (d) Where a standard is specified and the Bidder has offered an equivalent, that equivalent standard must be supplied by the Bidder;
- (e) Where a technical certification is referred to in this Purchase Description, a copy of the certification or an acceptable Proof of Compliance must be supplied for the vehicle when requested by the Technical Authority up until the date of the expiration of the warranty period; and
- (f) While the SI system 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.

1.3 Definitions

The following definitions apply to the interpretation of this Purchase Description:

- (a) “Provided” means “provided and installed”;
- (b) “Technical Authority” - The government official responsible for technical content of this requirement;
- (c) “Equivalent” means a standard, means, or component type, which the Technical Authority has approved for this requirement as meeting the specified requirements for fit, form, function and performance;
- (d) “Proof of Compliance” - A document such as a brochure, a third party test report, a report generated by third party software, or a certificate of attestation signed by a senior representative of the Original Equipment Manufacturer (such as a certified engineer) indicating the performance and/or feature specified;
- (e) “Vehicle” is defined as a six-wheeled all-terrain vehicle with a gasoline engine for an operator and one additional passenger;
- (f) “Gross Vehicle Weight Rating” (GVWR) means the maximum operating weight of the vehicle as stated by the manufacturer;

- (g) "Curb Weight" is the empty weight (no payload included) of a fully equipped vehicle. Curb weight must include the cab and chassis, Contractor supplied equipment, and full fuel tanks, lubricants, and coolants; and
- (h) The term "PAYLOAD" is defined as the unencumbered carrying capacity of the vehicle (i.e., GVWR less Curb Weight).

1.4 Technical Information Questionnaire

The following applies:

- (a) The bidder must complete a Technical Information Questionnaire for the vehicle offered. Failure to provide specified brochures, performance analysis, drawings, curves or tables may render the proposal non-compliant; and
- (b) A nil response to a Technical Information Questionnaire question may be considered non-compliant. Any deviation from the purchase description must be listed in the Conformance Certificate.

1.5 Configuration Capability Table

The following table details the minimum design requirements, which must be met for the configuration offered:

DESCRIPTION	SECTION	QUANTITY	UNITS
OVERALL EXTERIOR WIDTH	2.5.1	1220	mm
		48	in
HARD PACKED ROAD SPEED	2.5.2(a)	75	km/h
		47	mph
CARRYING CAPACITY	2.5.2(b)	400	kg
		880	lbs
TOWING CAPACITY	2.5.2(c)	600	kg
		1320	lbs
WINCH PULL CAPACITY	2.7(c)	1500	kg
		3300	lbs
ENGINE DISPLACEMENT	2.8(d)	550-650	cc

1.6 Applicable Documents

The following documents are referenced in this Purchase Description. Canada will not be supplying any reference documents. Available information on the organization is supplied.

Hazardous Products Act

Government of Canada

<http://laws-lois.justice.gc.ca/eng/acts/H-3/>

SAE Handbook

www.sae.org

Motor Vehicle Safety Regulations (MVSR)

Government of Canada, Transport Canada,

<http://www.tc.gc.ca/eng/act-regulations/regulations-crc-c1038htm>

2.0 REQUIREMENTS

2.1 Standard Design

The ATV must:

- (a) Be the latest model from a manufacturer who has demonstrated acceptability by selling this type and size class of vehicle for at least five (5) years;
- (b) Include all components and accessories normally supplied for this application, although they may not be specifically described in this Purchase Description;
- (c) Have engineering certification available for this application from the original manufacturers of major equipment, systems and assemblies;
- (d) 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 manufacturing, health and safety, noise levels, environment and emissions; and
- (e) With accessories, operate in accordance with all original equipment manufacturers' (OEM) rated capacities and performance specifications.

2.2 Operating Conditions

The vehicle must operate safely and efficiently on secondary roads, gravel roads, and off-road (e.g. construction sites, open fields and dirt tracks) in year round operations on snow, mud, sand and ice in temperatures ranging from -46°C to +40°C.

2.3 Safety Standards

2.3.1 Vehicle Safety Regulation

The ATV must meet the provisions of the Motor Vehicle Safety Regulations (MVSR) in effect on the date of manufacture of the vehicle.

2.3.2 Hazardous Materials

The Contractor must minimize or eliminate the use of hazardous materials, ozone depleting substances, polychlorinated biphenyls, asbestos and heavy metals (as described in the Hazardous Products Act of Canada) on the vehicle at time of delivery.

2.3.3 Human Engineering and Safety

The ATV systems and components must:

- (a) Be designed for easy performance of all maintenance and repair tasks with a minimum of special tools. A 95th percentile male or 5th percentile female (as per SAE Rule B3.9.3) must be able to easily access all engine, drive train heating/cooling system, electrical and hydraulic components for preventive maintenance, removal and repair tasks. No access panel must be permanently attached (i.e. no riveted plates);
- (b) Be safe and easy to use by a 95th percentile male or 5th percentile female under all operating conditions;
- (c) Be equipped, where required for operator safety, with safety features such as warning and instruction plates, heat shields and protective covers over rotating/moving parts; and
- (d) Be equipped with non-slip footrests.

2.4 Maintainability

All maintenance and repair tasks, especially routine operator maintenance, must be easy to perform with a minimum of special tools and skills.

2.5 Dimensions and Performance

2.5.1 Dimensions

The ATV must:

- (a) Have an overall exterior width including fender flare of no more than that given as "OVERALL EXTERIOR WIDTH" in the Configuration Capability Table; and
- (b) Permit fitment side-by-side in a cargo trailer with an interior width of 2464 mm (97 in).

2.5.2 Performance

The ATV with the rated payload must be capable of:

- (a) Sustaining a speed over hard packed roads in accordance with SAE J1634 of at least that given as "HARD PACKED ROAD SPEED" in the Configuration Capability Table;
- (b) Carrying, in some distribution over front and rear axles, a payload of at least that given as "CARRYING CAPACITY" in the Configuration Capability Table; and
- (c) Towing at least the load given as "TOWING CAPACITY" in the Configuration Capability table.

2.6 Operator Station

The ATV operator station must:

- (a) Be designed for use by one (1) operator;
- (b) Be a "ride on" ATV where the centerline of the operator and the additional rider is over the fore/aft centerline of the ATV with the additional rider on the same seat behind the operator; and
- (c) Include a padded seat and rear-view mirrors on the left and right sides of the vehicle.

2.7 Chassis

The ATV chassis must include:

- (a) A steel or aluminum frame;
- (b) A front brush guard to limit damage to mechanical components in the front end by brush;
- (c) A front mounted winch with a pull capability of at least the load given as "WINCH PULL CAPACITY" in the Configuration Capability Table;
- (d) Fenders on all wheels to prevent the riders from being sprayed by mud and rocks;
- (e) A rear receiver hitch with a two (2) inch ball;
- (f) A front cargo box; and
- (g) A rear cargo box that is hinged to permit dumping the contents towards the rear of the vehicle.

2.8 Engine

The ATV engine must:

- (a) Be powered by gasoline, and capable of continued operation on poor quality (e.g., low flash point, secondary contaminants, etc.) and/or low octane (85-87 or less) fuel;
- (b) Be 4-stroke electronically fuel injected;

- (c) Be liquid cooled and provided with coolant for temperatures down to -40° C;
- (d) Have an engine displacement of at least that given as "ENGINE DISPLACEMENT" in the Configuration Capability Table; and
- (e) Meet current Canadian emission standards.

2.9 Fuel Capacity

The ATV must have a fuel capacity of at least 22.7 litres (6 US Gallons).

2.10 Air Intake Filtration System

The ATV must be equipped with the manufacturer's standard air intake filtration system.

2.11 Transmission/Power Train

The ATV must be equipped with:

- (a) An automatic continuously variable ratio transmission with dual-range forward speeds (high/low), neutral, reverse and park;
- (b) A 6 X 6 drive system that has user selectable configurations as follows (minimum);
 - i. Rear-wheel drive (two (2) or four (4) wheel drive); and
 - ii. Six (6) wheel drive (i.e., all-wheel drive);
- (c) An active descent control system for slowing the ATV when going downhill that utilizes an engine braking system;
- (d) Fully independent suspension on each wheel; and
- (e) A shaft-based drive-train.

2.12 Brake System

The ATV must be equipped with the manufacturer's standard brakes that includes the following:

- (a) Single lever actuated, hydraulic front disc brakes;
- (b) Single lever actuated, hydraulic rear disc or drum brakes; and
- (c) A hand-lever actuated parking brake.

2.13 Steering

The ATV must be equipped with manufacturer's standard steering system.

2.14 Tires

The ATV must be equipped with six (6) tubeless, steel belted, off-road tread tires.

2.15 Controls

The ATV must be equipped with the manufacturer's standard controls.

2.16 Instruments

The ATV must be equipped with the manufacturer's standard instruments to include:

- (a) A speedometer with integral odometer indicating kilometers;
- (b) A tachometer;

- (c) Indicators for gear (P/R/N/H/L) and all-wheel drive (4 or 6-wheel drive modes);
- (d) A fuel gauge;
- (e) A high engine temperature warning light;
- (f) A low battery voltage warning light; and
- (g) An engine operating hour meter.

2.17 Lighting

The ATV must be equipped with the manufacturer's standard lighting to include:

- (a) Minimum two (2) high/low beam headlights;
- (b) Brake lights; and
- (c) Tail running lights.

2.18 Lubricants and Hydraulic Fluids

The ATV must be serviced with the manufacturer's non-proprietary standard lubricants and hydraulic fluids.

2.19 Paint

The ATV must:

- (a) Have a prime coating of a high-durability, corrosion-resistant type; and
- (b) Be finish painted using the manufacturer's standard paint in green or brown, rendering a durable finish and a smooth appearance free from runs, sag and orange peel.

2.20 Identification

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

- (a) Manufacturer's name, model, serial number and model year; and
- (b) Vehicle Identification Number (VIN), if applicable.

2.21 Vehicle Delivery Condition

The vehicle must be delivered to destination in a fully operational condition (serviced and adjusted) and both exterior must be cleaned. For shipment verification, all items such as wheel wrenches, jacks, and all other tools, equipment and accessories, which are shipped loose with the vehicle, must be listed on the shipping certificate or to an attached packing note. The fuel tanks must be at least half full and the lubricants must be suitable for the destination and the season of delivery.

2.22 Documentation and Support Items

The Contractor must provide the following documentation and support items.

- (a) Equipment Manuals – The following manuals must be provided:
 - i. Operator's Manual – Operator's manual must be furnished in a hard copy bilingual format or as two manuals in a single binder (one English, one French). The operator's manual must contain the following information:
 - a. Instructions for the safe operation of the vehicle;
 - b. Daily operator maintenance instructions/checks (including lubrication); and
 - c. Safety Warnings;

- ii. Parts Manual – The Parts Manual must be in English in hard copy or electronic (MS Word or PDF) format. The Parts Manuals must contain the following information:
 - a. Illustrations showing all components of the vehicle including numbers for the itemization of the parts;
 - b. A listing for all itemized parts showing the manufacturer's part numbers (including Original Equipment Manufacturer's) of the illustration, the part name and a brief description of the item; and
 - c. Cross reference relating all part numbers (including Original Equipment Manufacturer's) to the correct figure and item number;
- iii. Maintenance (Shop Repair) Manual - The Maintenance (Shop Repair) Manual must be in English in hard copy or electronic (MS Word or PDF) format. The Maintenance (Shop Repair) Manual must contain the following information:
 - a. A trouble shooting guide, showing the steps and tests required to determine the exact cause of a problem and an explanation of what steps would be required to correct a problem;
 - b. A listing of the necessary tolerances, torque levels, fluid volumes required;
 - c. A listing of any special tools (including item part numbers) required; and
 - d. Information on the order of disassembly and assembly of the systems and components of the vehicle;

NOTE: Manuals on CD/DVD-ROM will be acceptable. A hard copy Operator's manual must be provided with each vehicle.

- (b) Emergency Tool Kit - A tool kit to perform minor field repair such as adjusting levers, tightening loose nuts/bolts/screws, changing tires, etc.;
 - (c) Dimensional Drawing – A drawing in all three views (front, side and top) that gives dimensions of vehicle components, sizes, etc. with the vehicle part number and manufacturer's name; and
 - (d) Warranty Letter – A minimum of one (1) year or two thousand (2000) operating hour warranty must be provided from date of delivery including parts and labor at no additional cost to DND. A paper copy of the completed bilingual Warranty Letter must be delivered with the ATV.
- 2.23 Integrated Logistic Support
The Contractor must ensure that spare parts required to properly maintain and repair the ATV are available for purchase for a period of at least ten (10) years.

**ANNEX B
BASIS OF PAYMENT**

The Firm Unit Price(s) include(s) the fully operational equipment and associated deliverables in accordance with Annex A, Delivered Duty Paid (DPP) at specified Delivery Point, Incoterms 2010:

Item No.	Description	Quantity	Delivery Address	Delivery Date	Firm Unit Price	Extended Price
01	6x6 All-Terrain-Vehicle (ATV) with Dump Box – Two Rider	32	Petawawa, ON <i>(complete address to be provided at contract award)</i>	_____ DD/MM/YYYY		
Optional Quantity – Can be exercised within twelve (12) months after contract award						
02	6x6 All-Terrain-Vehicle (ATV) with Dump Box – Two Rider	32	Ashton, ON <i>(complete address to be provided at contract award)</i>	_____ DD/MM/YYYY		
					Sub-total	
					Applicable Tax	
					TOTAL	

ANNEX C
TECHNICAL INFORMATION QUESTIONNAIRE

1.1 Purpose

This Annex covers technical information to be supplied by each Bidder. This information is required by the Technical Authority for technical assessment of equipment offered.

1.2 Instructions

Bidders will be assessed in accordance with the criteria detailed in this Annex. In the Compliance Matrix (**Error! Reference source not found.**), the Bidder must indicate compliance (Yes/No) for each item and provide a reference (e.g., page number, section, etc.) in the bid where information pertaining to compliance can be found. Note that by circling "No" to any one compliance item will result in the bid being deemed non-compliant and given no further consideration.

PURCHASE DESCRIPTION PARAGRAPHS

The paragraph numbers referenced refer to the paragraphs in the Purchase Description (Annex A) and not to those within this Annex.

Table 1: Compliance Matrix

Annex A Para	Description	Compliant Circle One	Bid Reference
2.1	Standard Design: Make/Model: Model Year:	Yes / No	
2.2	Operating Conditions	Yes / No	
2.3.1	Vehicle Safety Regulations Origin of Manufacture: (Canada or foreign)	Yes / No	
2.3.2	Hazardous Materials	Yes / No	
2.3.3	Human Engineering and Safety	Yes / No	
2.4	Maintainability	Yes / No	
2.5.1	Dimensions Overall Exterior Width:	Yes / No	

2.5.2	Performance Hard Packed Road Speed: Carrying Capacity: Towing Capacity:	Yes / No	
2.6	Operator Station	Yes / No	
2.7	Chassis Winch Pull Capacity:	Yes / No	
2.8	Engine Engine Displacement:	Yes / No	
2.9	Fuel Capacity Capacity:	Yes / No	
2.10	Air Intake Filtration System	Yes / No	
2.11	Transmission/Power Train 6x6 System: Active Descent Control:	Yes / No	
2.12	Brake System	Yes / No	
2.13	Steering	Yes / No	
2.14	Tires	Yes / No	
2.15	Controls	Yes / No	
2.16	Instruments	Yes / No	
2.17	Lighting	Yes / No	

2.18	Lubricants and Hydraulic Fluid	Yes / No	
2.19	Paint	Yes / No	
2.20	Identification	Yes / No	

Conformance Certificate - If the vehicle and equipment offered do not conform exactly to the requirements of the purchase description, any deviation must be listed below.

If there are no deviations, the Bidder must indicate below by checking the box:

NO DEVIATIONS

Firm Name:

Address:

Bidder Representative:

Title:

Telephone Number:

Signature and Date:

**ANNEX D TO PART 3 OF THE BID SOLICITATION
ELECTRONIC PAYMENT INSTRUMENTS**

The Bidder accepts any of the following Electronic Payment Instrument(s):

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

ANNEX E to PART 5 of the BID SOLICITATION
FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's](#) website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC-Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)