

National Defence

Défense nationale

National Defence Headquarters Ottawa, Ontario K1A 0K2 Quartier général de la Défense nationale Ottawa (Ontario) K1A 0K2

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving – PWGSC / Réception des soumissions – TPSGC

tpsgc.dgareceptiondessoumissionsabbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Via ePost \ Postel Bid Fax: (819) 997-9776

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).

Solicitation Closes – L'invitation prend fin
$At-\grave{a}:14:00$ East Time / 14:00 Heure normale de l'est
On - le : 21 July 2023 / 21 juillet 2023

+Title/Titre	Solicitation No – Nº de l'invitation
Trailer Multi Role Boat /	W8472- 235874/A
Remorque pour bateau multi rôle	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
Date of Solicitation - Date de l'invita	ation
8 June 2023 / 8 juin 2023	
Address Enquiries to - Adresser tour	tes questions à
•	•
Nadine Baril	
D Mar P 2-2-3	
Nadine. Baril@forces.gc.ca	
O B	
Telephone No. – Nº de téléphone	FAX No – Nº de fax
N/A	
Destination	
See 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.

Delivery required - Livraison exigée	Delivery offered - Livraison proposée		
AS SOON AS POSSIBLE			
Vendor Name and Address - Raison so	ciale 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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PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation-

1.2 Requirement

The Department of National Defence (DND) has a requirement to procure quantity nine (9) Multi Role Boat (MRB) Trailers for delivery to Halifax and Esquimalt in Canada.

The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6.

1.3 Canadian Content

The requirement is subject to a preference for Canadian goods.

1.4 Canada Post Corporation's (CPC) Connect Service

This bid solicitation allows bidders to use the CPC Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information."

1.5 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.

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 <u>Standard Acquisition Clauses and Conditions Manual</u> (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 <u>2003</u> (2022-03-29) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

The Phased Bid Compliance Process applies to this requirement.

- a) Section 02, Procurement Business Number, is deleted in its entirety;
- b) Section 08, Delete sub-section 2
- c) Section 20, Delete sub-section 2.
- d) Section 05, Submission of Bids Subsection 4 is amended as follows:

Delete: 60 days Insert: 90 days

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using Canada Post Corporation's (CPC) Connect service for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.pareceptiondessoumissions-apbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open a CPC Connect conversation, as detailed in Standard Instructions 2003, or to send bids through a CPC Connect message if the bidder is using its own licensing agreement for CPC Connect service.

2.3 Enquiries - Bid Solicitation

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.

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.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)

(c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- A. Canada requests that the Bidder submits electronic bids to the email address in accordance with cover page of the RFP.
- B. The bid must be gathered per section and separated 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 IV: Certifications: 1 soft copy in PDF format by e-mail; and
Additional Information: 1 soft copy in PDF format by e-mail.

Section I: Technical Bid

In their technical bid, Bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work. The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that Bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, Bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed. Bidders must complete and demonstrate their compliance with all the sections of Annex "B" Mandatory Evaluation Criteria by providing substantial information describing completely and in detail how the requirement is met or addressed.

Section II: Financial Bid

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

3.1.1 Electronic Payment of Invoices - Bid

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

If Annex "E" 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

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

3.1.3 SACC Manual Clauses

Section IV: Certifications

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

Section V: Additional Information

- A. In Section V of their bid, bidders should provide:
 - (i) A completed, signed, and dated Page 1 of this solicitation, or final amendment, as applicable;
 - (ii) The name of the person(s) and associated contact information (title, mailing address, phone number, and e-mail address) authorized by the Bidder to:
 - (a) Enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
 - (b) Coordinate delivery and follow-up; and
 - (c) Provide after sales service, maintenance, warranty repairs, and a full range of repair parts for the vehicle/equipment offered.
 - (iii) For the article in Part 2 entitled Applicable Laws of the bid solicitation: the province or territory if different than specified; and
 - (iv) Any other information submitted in the bid not already detailed.

3.1.3.1 Firm Goods and/or Services

Delivery of the Firm Goods and/or Services is requested within _____days after contract award. 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.

3.1.3.2 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of 12 months. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/subassemblies will form part of the proposed contract.

3.1.4 List of Proposed Subcontractors

SACC Manual Clause A7035T (2007-05-25), List of Proposed Subcontractors

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Bids will be assessed in accordance with the entire requirement of the bid solicitation including technical, financial and evaluation criteria. An evaluation team composed of representatives of Canada and or consultant(s) will evaluate the bids. The evaluation team will determine if there are two (2) or more bids with a valid Canadian content certification with the bids coming from two or more Bidders that are not affiliated within the meaning used in the *Competition Act*, R.S.C., 1985, c. C-34. In that event, only those bids with a valid certification will be eligible to be awarded a contract; otherwise, all bids will be eligible. If at any point in the evaluation process it is found, whether by determination of invalidity of certifications, determination that bids are non-responsive or withdrawal of bids by Bidders, that there are no longer two (2) or more responsive bids with a valid certification, then all responsive bids will be eligible to be awarded a contract. Canada may conduct the validation of Canadian content certifications at any time in the evaluation process including doing so concurrently with others.

Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

- a) Canada is conducting the PBCP described below for this requirement.
- b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.
- C) THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NONRESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE. THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NONRESPONSIVE TO OTHER MANDATORY REQUIREMENTS.
- d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2022-03-29) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly provides for this right.
- e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or

CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 Phase I: Financial Bid

- a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.
- g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above and will be used for the remainder of the bid evaluation process.

- h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Bid

- a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.
- e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.

- f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid.
- h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Bid

- a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

4.1.2.1 Mandatory Technical Criteria

The Phased Bid Compliance Process will apply to all mandatory technical criteria included in the Annex B.

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4.1.3 Financial Evaluation

SACC Manual Clause A0222T (2014-06-26), Evaluation of Price - Canadian/Foreign Bidders

4.2 Basis of Selection

SACC Manual clause A0031T (2010-08-16), Basis of Selection – Mandatory Technical Criteria

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.1.2.1 Canadian Content Certification

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 <u>A3050T</u>, 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.

5.1.2.2 Canadian Content Definition

SACC Manual clause A3050T (2020-07-01) Canadian Content Definition

Buyer ID - Id de l'acheteur D Mar P 2-2-3

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real property agreement of the <u>Ineligibility and Suspension Policy</u> (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 website.

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.

5.2.3 Product Conformance

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 Annex "B".

nnex B .	
Signature of Bidder's Authorized Representative	Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

There is no security requirement associated with this bid solicitation the contract. as per Annex F.

6.2 Requirement

The Contractor must provide the item(s) detailed under the Requirement 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/standardacquisition-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.

"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...

6.4 **Term of Contract**

6.4.1 **Delivery Date**

All the deliverables must be received on or before the date(s) specified in Annex "C" of the Contract.

6.4.2 **Optional Goods**

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described at annex C Basis of Payment of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

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

6.4.3 **Delivery Points**

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

- 1. Incoterms 2010 "DDP Delivered Duty Paid" Halifax or Esquimalt.
- 2. The Contractor must deliver the goods to Canadian Forces (CF) Supply Depots by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the Depot Traffic Section at the appropriate location shown below. The consignee may refuse shipments when prior arrangements have not been made.
- 3.
- a. 2B1 CF Esquimalt Esquimalt, B.C.

Telephone: 250-363-4963

b. 7H1 CF Halifax Halifax, N.S.

Telephone: 902-427-1441

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Nadine Baril Title: D Mar P 2-2-3 Directorate: DGMEPM

Address: NDHQ, 101 Colonel By Drive,

Ottawa, ON, K1A 0K2

Telephone:

E-mail address: Nadine. Baril@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 Project Authority

The Project Authority for the Contract is:		
Name: Title: Organization: Address:		
Telephone: E-mail address:		

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

6.5.3 Technical Authority

The Technical Authority for the Contract is
Name:
Title:
Organization:
Address:
Telephone:
Facsimile:

$$\label{eq:continuous} \begin{split} & \text{Solicitation No. - N}^{\circ} \text{ de l'invitation} \\ & W8472-235874/A \\ & \text{Client Ref. No. - N}^{\circ} \text{ de réf. du client} \\ & W8472-235874/A \end{split}$$

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur D Mar P 2-2-3

E-mail:	
The Technical Authority named above is the representative of the department or agency for whom the Worbeing 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 the Work can only be made through a contract amendment issued by the Contracting Authority.	ne
6.5.4 Contractor's Representative	
The Contractor's Representative for the Contract is:	
Name: Title: Organization: Address: Telephone: E-mail address:	
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 unit price as specified in <i>Annex</i> C for a cost of \$ Custor duties are included and Applicable Taxes are extra.	ns
Canada will not pay the Contractor for any design changes, modifications or interpretations of the Wounless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.	
6.6.2 Limitation of Price	
SACC Manual clause C6000C (2017-08-17) Limitation of Price	
6.6.3 Multiple Payments	
SACC Manual clause H1001C (2008-05-12) Multiple Payments	

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. 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.
- 2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.
- 3. The Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no taxes payable as they were claimed and payable under the previous invoice for the vehicle/equipment/service.
- 4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.
- 5. Each invoice must be supported by:
 - (a) The serial number(s), or a copy of the New Vehicle Information Statement (NVIS) containing the Vehicle Identification Number(s) (VIN), as applicable;
 - (b) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
- 6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
- 7. Invoices must be distributed as follows:
 - (a) The original must be forwarded or emailed to the Contractingt Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.
 - (b) One (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

6.9 Certifications and Additional Information

6.9.1 Compliance

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

6.9.2 Canadian Content Certification

SACC Manual clause A3060C (2008-05-12) Canadian Content Certification

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6.10 Applicable Laws

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

6.11 Priority of Documents

If there is a discrepancy between the wordings 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 <u>2010A</u> (2022-12-01), General Conditions Goods (Medium Complexity);
- (iii) Annex A, Requirement;
- (iv) Annex C, Basis of Payment; and
- (v) the Contractor's bid dated _____, as clarified on _____, and as amended on _____.

6.12 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

6.13 Insurance - No Specific Requirement

SACC Manual clause G1005C (2016-01-28) Insurance – No Specific Requirement

6.14 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 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

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, at a Department of National Defence facility, or via teleconference at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence, and, if applicable, Public Works and Government Services Canada.

6.16 Quality Management Systems – Requirements (Quality Assurance Code C)

SACC Manual clause <u>D5545C</u> (2019-05-30) ISO 9001:2008 – Quality Management Systems Requirement (Quality Assurance Code C)

6.17 Material

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The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

6.18 Interchangeability

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.

6.19 Vehicle Safety

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

6.20 Recall Notices

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

6.21 Packaging

The Contractor must prepare item number 1 for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification D-LM-008-036/SF-000, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item number 1 in quantities of 1 by package.

6.22 Wood packaging materials

SACC Manual clause D2025C (2017-08-17), Wood Packing Materials

6.23 Marking

The following information <u>must</u> be permanently marked in a conspicuous and protected location:

- (i) Manufacturer's name, model and serial number;
- (ii) Manufacturer's Vehicle Identification Number (VIN); and
- (iii) Trailer Capacity (Payload and GVWR) rating marked on the drawbar.

6.24 Preparation for Delivery

A pre-inspection will be scheduled and conducted virtually prior to delivery by Technical Authority. The equipment must be serviced, adjusted and delivered in condition for immediate use. The equipment must be cleaned before leaving the factory and being released to Inspection Authority or consignee personnel at the final delivery point.

6.25 Tools and Loose Equipment

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

6.26 Delivery and Unloading

SACC Manual clause **D0018C** (2007-11-30), Delivery and Unloading

6.27 Incomplete Assemblies

SACC Manual clause <u>D9002C</u> (2007-11-30), Incomplete Assemblies

6.28 Canadian Forces Site Regulations

SACC Manual clause A9062C (2011-05-16), Canadian Forces Site Regulations

6.29 Excess Goods

SACC Manual clause B7500C (2006-06-16), Excess Goods

6.30 Dispute Resolution Services

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.

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ANNEX "A" REQUIREMENT

PURCHASE DESCRIPTION FOR TRAILER MULTI ROLE BOAT



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.

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 D

SCOPE

Purpose

This document describes the requirements for a boat trailer for transporting a Rigid Hull Inflatable Boat (RHIB).

1.1 *Instructions*

- 1.1.1 Requirements, which are identified by the word "<u>must</u>", are mandatory. Deviations will not be permitted:
- 1.1.2 Requirements identified by "<u>must</u>" or "equivalent" are mandatory. The Technical Authority will consider substitutes/alternatives for acceptance as a Technical Authority approved equivalent;
- 1.1.3 Requirements identified with a "will" define actions to be performed by Canada and require no action/obligation on the Contractor's part;
- 1.1.4 Where "<u>must</u>", "<u>must</u>" or "equivalent", or "will" are not used, the information provided is for guidance only.
- 1.1.5 In this document "provided" means "provided and installed";
- 1.1.6 Where a standard is specified and the Contractor has offered an equivalent, that equivalent standard <u>must</u> be supplied by the Contractor, at no cost to Canada, when requested by the Technical Authority;
- 1.1.7 Where a technical certification is referred to in this Purchase Description, a copy of the certification or an acceptable proof of compliance <u>must</u> be provided for the trailer when requested by the Technical Authority up until the date of the expiration of the warranty period.
- 1.1.8 While the SI system is used as the primary system of measurement to define requirements in this Purchase Description, both the SI system and the Standard system of measurements may be indicated. Conversions from one system of measurement to the other may not be exact; and
- 1.1.9 Dimensions stated as nominal are treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

1.2 **Definitions**

- 1.2.1 *"Technical Authority"* means the official responsible for the technical content of this Purchase Description.
- 1.2.2 "*Equivalent*" means a standard, means, or component type, which the Technical Authority has approved for this requirement as meeting the specified requirements for fit.
- 1.2.3 "Commercially Equipped" means that the trailer is provided in its standard commercial configuration with no additional government-specific requirements;
- 1.2.4 "Road Legal" means the trailer can be legally operated on all Canadian highways and secondary roads, without restrictions or special permits.

- 1.2.5 "Curb Weight" means the weight of the fully equipped trailer. The curb weight includes trailer, all attached accessories, equipment and lubricant. The Curb Weight includes trailer, all attached accessories, equipment, and lubricant.
- 1.2.6 "Payload" means the maximum cargo load carrying capacity of the trailer. The payload is the calculated difference between the Curb Weight and the Gross Vehicle Weight Rating.
- 1.2.7 "Gross Vehicle Weight" (GVW) means the sum of the Curb Weight and the Payload. The GVW cannot exceed the Gross Vehicle Weight Rating (GVWR);
- 1.2.8 "Gross Vehicle Weight Rating" (GVWR) means the maximum operating weight of the trailer as stated by the manufacturer.
- 1.2.9 "Gross Combined Weight Rating" (GCWR) means the maximum allowable combined weight of the trailer, with equipment in the trailer and the Payload plus the weight rating of the trailer and the payload in the trailer;

APPLICABLE DOCUMENTS 2.0

2.1 Reference Documents

- 2.1.1 The following documents form part of this Purchase Description. Canada will not be supplying any reference documents. Sources are as shown:
 - a. Canadian Motor Vehicle Safety Standards (CMVSS) Transport Canada. Road Vehicle and Motor Vehicle Regulation, 330 Sparks Street, Ottawa, Ontario K1A 0N5 https://www.tc.gc.ca/eng/acts-regulations/regulations-crc-c1038.htm
 - b. **Hazardous Products Act Government of Canada / Department of Justice** http://laws-lois.justice.gc.ca/eng/acts/H-3/
 - International Organization for Standardization (ISO) C. ISO Central Secretariat1, ch. de la Voie-Creuse CP 56, CH-1211 Geneva 20 **Switzerland** http://www.iso.org/iso/home.htm
 - d. **SAE Standards SAE World Headquarters** 400 Commonwealth Dr., Warrendale, PA, 15096-0001 http://www.sae.org
 - e. **National Floor Safety Institute** 200, 2815 Exchange Blvd

Southlake, TX 76092,

United States

https://nfsi.org/certifications/certified-products/

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3.0 REQUIREMENTS

3.1 **Standard Design**

- 3.1.1 The trailer <u>must</u> be the latest model from a manufacturer who has demonstrated acceptability by selling, in North America, this type and size class of trailer for at least three (3) years.
- 3.1.2 The trailer <u>must</u> include all components, equipment and accessories normally supplied for this application, although they may not specifically be described in this Purchase Description.
- 3.1.3 The trailer <u>must</u> have engineering certification available, upon request, for this application from the original manufacturers of major equipment, systems and assemblies.
- 3.1.4 The trailer <u>must</u> 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.
- 3.1.5 The trailer and accessories <u>must</u> operate in accordance with all original equipment manufacturers' (OEM) rated capacities and performance specifications.
- 3.1.6 The trailer <u>must</u> be a commercially available trailer model that is actively in production, available in the manufacturer's catalogue and configured to meet the requirements listed in this Purchase Description.

3.2 **Operating Conditions**

- 3.2.1 <u>Weather</u>: The trailer <u>must</u> operate under the extremes of weather conditions found in Canada in temperatures ranging from -40°C to 40°C.
- 3.2.2 <u>Terrain</u>: The trailer <u>must</u> operate on highways, secondary roads, gravel and dirt roads in year round operations on snow, mud, sand, ice, and submersed in salt water.

3.3 Safety Standards

- 3.3.1 <u>Vehicle Safety Regulations:</u> The trailer <u>must</u> meet the provisions of the Canada Motor Vehicle Safety Act in effect on the date of manufacture of the trailer;
- 3.3.2 <u>Hazardous Materials:</u> The trailer <u>must</u> comply with the Hazardous Products Act of Canada concerning the use of hazardous materials, ozone depleting substances, polychlorinated biphenyls, asbestos and heavy metals used in the manufacture and assembly.

3.4 *Speed*

3.4.1 The trailer <u>must</u> be towed with a full payload on highways and secondary roads at speeds of no less than 110 km/h.

3.5 **Towing Ability**

3.5.1 The trailer <u>must</u> follow the towing vehicle without weaving or side sway.

3.5.2 The trailer <u>must</u> provide horizontal articulation up to 60 degrees (30° either side of the direction of travel) without interference with the towing vehicle.

3.6 *Hull Compatibility*

- 3.6.1 The trailer <u>must</u> accommodate a stepped, V-shaped hull of three sections, providing support at the front and rear longer sections. Exact dimensions will be available after Contract Award upon signing an NDA with the boat builder for sharing hull dimensions.
- 3.6.2 The trailer <u>must</u> accommodate a hull with a distance from the transom to the bow eye of 736.7 cm (24' 2"). Exact dimensions will be available after Contract Award upon signing an NDA with the boat builder for sharing hull dimensions.

3.7 **Overall Construction**

- 3.7.1 The trailer frame *must* be constructed from galvanized steel or aluminum.
- 3.7.2 The trailer *must* feature a welded unframe construction.
- 3.7.3 All fasteners *must* be zinc plated.
- 3.7.4 All water <u>must</u> drain from the trailer while stationary after being submerged.
- 3.7.5 The trailer <u>must</u> have high visibility tape along the full length of both sides, and across the rear.

3.8 *Jack*

- 3.8.1 The trailer *must* feature a heavy-duty, wheeled swivel jack.
- 3.8.2 The jack *must* be rated for a minimum load of 2,267.96 kg (5000 lbs).
- 3.8.3 The jack <u>must</u> feature a handle-equipped swivel-mount mechanism, for ease of efficient stowing during towing.
- 3.8.4 The jack *must* be bolted to the tongue's frame.
- 3.8.5 The jack *must* feature a corrosion-resistant finish.

3.9 *Hitch*

- 3.9.1 The trailer <u>must</u> be provided with a 7.6 cm (3") inner diameter lunette ring suitable for the GVWR.
- 3.9.2 The trailer hitch <u>must</u> feature a channel with incremental adjustments in height, with at least five (5) positions.
- 3.9.3 The trailer hitch *must* feature a black powder coat finish to minimize corrosion.
- 3.9.4 The trailer *must* be provided with two (2) safety chains with snap hooks.

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3.9.5 The safety chains *must* be in accordance with SAE Recommended Practice J697.

3.10 *Wiring*

- 3.10.1 The trailer wiring <u>must</u> be securely routed to the frame at intervals of 30.5 cm (1 ft) or less, to minimize loose cables.
- 3.10.2 All trailer wiring connections <u>must</u> be heat shrunk and loomed where exposed.
- 3.10.3 All trailer wiring *must* feature an additional protective sleeve.
- 3.10.4 All holes featuring trailer wiring entering or exiting the frame <u>must</u> be reinforced by a secured EPDM grommet.

3.11 **12 Volt Electrical System**

- 3.11.1 The trailer *must* be provided with a negative ground electrical system.
- 3.11.2 The trailer *must* be provided with a 12 volt electrical system.
- 3.11.3 The trailer's harness <u>must</u> be provided with a 7-prong, primary cable connector, in accordance with SAE J560.

3.12 Harness Connector Plug

- 3.12.1 The trailer <u>must</u> be equipped with a harness connector plug for protecting and securing the trailer's wire harness connector for periods of disconnected storage.
- 3.12.2 The harness connector plug <u>must</u> be a "Connect-to-Protect" by Hanington Innovations or equivalent.
- 3.12.3 The harness connector plug <u>must</u> be mounted on the trailer tongue at a location which prevents the electrical connection from making contact with the ground when used.

3.13 *12 Volt Lighting*

- 3.13.1 The trailer *must* feature external 12 volt lights and reflectors in accordance with CMVSS.
- 3.13.2 All lighting assemblies *must* be LED.
- 3.13.3 All lighting assemblies *must* be waterproof.

3.14 *Light Guards*

3.14.1 All lighting *must* be protected by guards or mounted in a location to prevent damage.

3.15 *License Plate Holder*

3.15.1 The trailer *must* be provided with a rear mounted license plate holder.

3.15.2	The license plate holder <u>must</u> be composed of aluminium or steel.

- 3.15.3 The license plate holder <u>must</u> be water submersible and corrosion-resistant.

3.16 **Brake System**

- 3.16.1 The trailer <u>must</u> be provided with an electric-over-hydraulic brake system powered from the towing vehicle through the trailer harness.
- 3.16.2 The brake system *must* operate with any towing vehicle compliant to CMVSS.
- 3.16.3 The brake system actuator *must* be the *Carlisle Hydrastar*® 1200 PSI model or equivalent.
- 3.16.4 The brake system *must* feature stainless steel brake lines and callipers.
- 3.16.5 The brake system <u>must</u> feature zinc-plated integral hub and rotors, with zinc-plated mounting brackets.
- 3.16.6 The brake lines <u>must</u> not be oriented towards the road surface, extend below the wheel rim, or hang lower than the trailer frame.
- 3.16.7 The brake lines *must* be securely routed at intervals of 30.5 cm (1 ft) or less.
- 3.16.8 If the brake lines require clamps with tapping screws to be routed along the galvanized frame, then the screw and the clamp <u>must</u> be corrosion-resistant, and the hole in the frame <u>must</u> be covered.
- 3.16.9 The trailer <u>must</u> be provided with a trailer breakaway system, to halt brakes in the event of trailer harness disconnection.
- 3.16.10 The breakaway system *must* feature a coiled breakaway cable.
- 3.16.11 The breakaway system <u>must</u> feature a breakaway switch directly mounted to the trailer's A-frame.
- 3.16.12 The breakaway system <u>must</u> include a securely mounted, backup 12V battery system with robust electrical contacts.
- 3.16.13 The brake system electronics (including the actuator and backup battery) <u>must</u> be raised at least 30.5 cm (12 in) above the top of the trailer frame, to avoid submersion during operation.
- 3.16.14 The brake components *must* be water submersible and corrosion resistant, on all axles.

3.17 *Axle(s)*

- 3.17.1 Trailer axle(s) *must* have a capacity of no less than the GVWR.
- 3.17.2 The suspension *must* have a capacity of no less than the GVWR.
- 3.17.3 The suspension *must* be a leaf spring design.

3.18 Wheels, Rims and Tires

- 3.18.1 Tire pressure *must* be marked near the tire location.
- 3.18.2 The tires *must* be tubeless tires with all-weather treads.
- 3.18.3 The tires <u>must</u> have a maximum outer diameter of 71.1 cm (28 in), to allow for adequate clearance between the fenders and the hull.
- 3.18.4 The rims *must* be single-piece galvanized steel rims.
- 3.18.5 All wheel ends <u>must</u> be provided with stainless steel Bearing Buddy® wheel bearing protectors or equivalent.
- 3.18.6 The trailer <u>must</u> be provided with a spare wheel assembly that is identical to the wheels provided on the trailer.
- 3.18.7 The spare wheel assembly <u>must</u> be mounted on a bracket mechanically attached to the trailer, on the passenger side, as forward as possible, to not interfere with winch operations.
- 3.18.8 The Contractor <u>must</u> obtain approval of the spare tire mounting location from the Technical Authority.

3.19 *Payload*

- 3.19.1 The trailer <u>must</u> load, transport, store and unload the payload of the boat described in section 3.6.
- 3.19.2 The trailer payload capacity *must* not be less than 5750 kg (12,677 lb).
- 3.19.3 The trailer <u>must</u> be configured such that the maximum load on the tongue (measured at the tongue's jack) is 2,267.96 kg (5000 lbs), when the payload's centre of mass is located approximately 269.8 cm forward from the transom-keel intersection. Exact dimensions will be available after CA upon signing an Non-Disclosure Agreement (NDA) with the boat builder for sharing hull detailed dimensions. Rollers.

3.20 **Rollers**

- 3.20.1 The trailer must be provided with a system of roller banks to guide the boat when mounted or removed from the trailer and to support the boat while it is being stored or transported.
- 3.20.2 When the payload is on the trailer there must be no contact between the rollers and the hull's strakes. Dimensional data (including drawings) of the hull will be released to the Bidder following contract award.
- 3.20.3 The rollers must be composed of a material resistant to salt water and UV.
- 3.20.4 The rollers must be configured and manufactured to ensure they do not mar the hull of the

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boat.

- 3.20.5 The trailer must be provided with at least two (2) sets of roller banks, with one bank dedicated for each major step of the hull (the front section and the rear section).
- 3.20.6 The length of the roller bank(s) supporting the rear hull section must not exceed 170 cm (5.6 ft).
- 3.20.7 The length of the roller bank(s) supporting the front hull section must not exceed 350 cm (11.5 ft).
- 3.20.8 The trailer must allow for adjustment of the banks along the length of the trailer's frame, with increments of maximum 15.2 cm (6 in).
- 3.20.9 Rollers must not extend beyond the transom, as specified in section 3.6.
- 3.20.10 Roller banks must allow for adjustment in height.
- 3.20.11 Roller banks must allow for adjustment in the lateral direction.
- 3.20.12 Roller banks must fully support the payload under dynamic loading conditions found in normal transportation, including off-road travel.

3.21 **Fenders**

- 3.21.1 The trailer must feature full-length fenders above the wheels.
- 3.21.2 The fenders must feature a front step.
- 3.21.3 The fenders must withstand a 150 kg load, applied on a 30 cm x 15 cm area anywhere on an upper surface of the fender, without noticeable deformation of either the fender or the fender supports, to support repeated personnel loading.
- 3.21.4 The fenders must be enclosed on the boat-facing internal side, in order to prevent rocks and debris from contacting the hull.
- 3.21.5 The fenders must provide at least 7.6 cm (3 in) clearance to the hull. Dimensional data (including drawings) of the hull will be released to the Bidder following contract award.
- 3.21.6 The fenders must be constructed from a UV-resistant material.
- 3.21.7 The fenders must be corrosion-resistant.
- 3.21.8 The fenders must feature mud flaps to protect the fender and trailer frame from debris.
- 3.22 Securing Points
- 3.22.1 The trailer must feature four (4) tie-down securing points at the stern.
- 3.22.2 The trailer must feature a securing point directly below the winch stand to provide additional

securing below the boat's bow eye.

- 3.22.3 All securing points must feature D-rings.
- 3.22.4 All securing points must be compatible with wire hooks of 5.1 cm (2 in) width.
- 3.22.5 All securing points and adjacent structures must support a tensile load of 26.7 kN (6000 lb) without noticeable deformation.
- 3.22.6 Each securing point must also feature an adjacent frame-mounted retractable ratcheting tiedown strap mechanism of CargoBuckle model G3 F18800 or equivalent.

3.23 Slip and Fall Prevention

- 3.23.1 All top surfaces of the trailer's frame between the hitch and the winch must be covered with a non-skid finish to allow for safe traversal atop the frame.
- 3.23.2 The fenders must feature non-skid surfaces along the tops and on the steps of the fenders.
- 3.23.3 Non-skid material must be qualified by the National Floor Safety Institute and rated for outdoor use.

3.24 Bow Catcher

3.25.4

3.25.4

frame.

- 3.24.1 A V-shaped bow catcher must be provided with the trailer. 3.24.2 The bow catcher must be positioned to contact the hull below the bow-eye. 3.24.3 The bow catcher must be adjustable along the frame. 3.24.4 The bow catcher must be provided with contacting surfaces composed of carpeted wood. 3.25 **Boat Winch System** 3.25.1 A boat retrieval winch system must be provided with the trailer. 3.25.2 The winch must be rated with a minimum capacity of 1678.3 kg (3700 lb). 3.25.3 The winch system must be located at the front of the trailer frame, behind the tongue.
- 3.25.5 The winch system must allow for independent adjustment in the vertical direction.
- 3.25.6 The strap for the winch system must have a loop hook with a spring closure.
- 3.25.7 The strap for the winch system must be no less than 9 m.

The winch system must allow for independent adjustment along the length of the trailer's

The winch system must allow for independent adjustment along the length of the trailer's

- 3.25.8 The winch system must have a secondary safety chain (or turnbuckle) equipped with a snap hook to further secure the boat at the bow eye.
- 3.25.9 The winch system must be comprised of corrosion-resistant materials.

3.26 Air Transportability

- 3.26.1 The trailer must be air transportable by Canadian Forces units CC130 Hercules and CC177 Globemaster as per MIL-STD- 209K.
- 3.26.2 For CC177 Aircraft loading, the trailer tie down provisions must:
 - a. Accept a minimum forward load of 3 g, rearward load of 1.5 g, vertical load of 2 g and lateral load of 1.5 g (1 g = shipping weight of the equipment), loads are not imposed simultaneously;
 - b. Be positioned to anchor the trailer, to prevent shifting or movement during transport;
 - c. Be permanent and integrally attached;
 - d. Be positioned to provide access for the attachment of cables or turnbuckles;
 - e. Be clearly marked with the maximum permitted load; and
 - f. Provide complete tie down provision locations with decals in the vehicle cab.
- 3.26.3 For CC177 Aircraft loading, the trailer must:
 - a. Have an angle of approach and an angle of departure of greater than 15 degrees; and
 - b. Have a ramp break-over angle of greater than 10 degrees.
- 3.26.4 For CC130 Aircraft loading, the following provisions must apply:
 - a. The width must be reducible to a maximum of 2.794 metres (110 inches);
 - b. The width measured at exterior of the tires must be a maximum of 2.54 metres (100 inches);
 - c. The height of the boat on the trailer must be reducible to a maximum of 2.692 metres (106 inches), where the maximum height of the boat (from the top of the steering console to lowest keel section) is 2.291 metres (90.2 inches), with front and rear keel sections yielding additional 12.7 cm (5 inches) of clearance. Dimensional data (including drawings) of the hull will be released to the Bidder following contract award.
 - d. The weight, when prepared for air transport, must not exceed:
 - (i) 5,896.7 kg (13,000 lbs) on each axle,
- (ii) Where tandem axle less than 1.22 m (48 in) apart are rated as a single axle, 2,948.4kg (6,500 lb) on each wheel; and

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- (iii) 226.8 kg (500 lbs) per inch of tire width for unshored trailers;
- e. The trailer tie down provisions must:
 - (i) Withstand stresses imposed by loads in all directions with a minimum factor of safety of 1.5, with respect to the ultimate strength of the material;
 - (ii) Accept a minimum forward load of 3 g, rearward load of 1.5 g, vertical load of 2 g and lateral load of 1.5 g (1 g = shipping weight of the equipment), loads are not imposed simultaneously;
 - (iii) Be positioned to anchor the vehicle, to prevent shifting or movement during transport;
 - (iv) Be permanent and integrally attached;
 - (v) Be positioned to provide access for the attachment of cables or turnbuckles;
 - (vi) Be clearly marked with the maximum load permitted;
 - (vii) Provide complete tie down provision locations with decals on the trailer; and
 - (viii) Allow all removed equipment to be stored on the trailer.

3.27 Lubricants

- 3.27.1 The trailer must be provided with and be serviceable with non-proprietary lubricants.
- 3.27.2 Lubrication fittings must conform to SAE J534.

3.28 *Identification*

- 3.28.1 The following information must be permanently marked in a conspicuous and protected location:
 - a. Manufacturer's name, model and serial number;
 - b. Manufacturer's Vehicle Identification Number (VIN); and
 - c. Trailer Capacity (Payload and GVWR) rating marked on the drawbar.

3.29 *Labels*

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

INTEGRATED LOGISTICS SUPPORT 4.0

4.1 **Documentation and Support Items**

Item	Provided to Technical Authority	Provided with Each Delivered Trailer
Operator's Manuals	X	X
Data Summary	X	
Warranty Letter	X	X
Material Safety Data	X	
Sheets		

Operator's Manuals a.

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

b. Data Summary

(i) A bilingual data summary with data and photographs <u>must</u> be provided for each configuration for the trailer ordered from an Bidder in the Technical Authority provided format;

c. Warranty Letter

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

d. Material Safety Data Sheets

- (i) The Bidder <u>must</u> provide a listing of all hazardous materials used on the trailer;
- (ii) If there are no hazardous materials used, this *must* be stated on the listing; and
- (iii) The Bidder must provide material safety data sheets of all hazardous materials in the list.

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ANNEX "B" Mandatory Evaluation Criteria



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 TRAILER MULTI ROLE BOAT

OPI: DSVPM 4 - BPR: DAPVS 4

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

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Solicitation No. - N° de l'invitation W8472-235874/A
Client Ref. No. - N° de réf. du client W8472-235874/A

Amd. No. - N° de la modif.

File No. - N° du dossier

Buyer ID - Id de l'acheteur D Mar P 2-2-

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

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

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

BIDDER INFORMATION
Bidder Name:

Address:

Proposal Date:

Proposed Make - Model .

Substitutes/Alternatives

Are any equipment substitutes/alternatives offered as *Equivalent*? YES \(\) NO \(\) If yes, please identify all equipment substitutes/alternatives offered as *Equivalents* below:

DEFINITIONS

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

"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.

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PD Reference	Requirement	Location of Substantial Information in Bid Proposal	Comment
3.1.1	The vehicle must be the latest model from a manufacturer who has demonstrated acceptability by selling, in North America, this type and size class of trailer for at least three (3) years.		
3.6.1	The trailer must accommodate a stepped, V-shaped hull of three sections, providing support at the front and rear longer sections.		
3.6.2	The trailer must accommodate a distance from the transom to the bow eye of 736.7 cm (24' 2").		
3.7.1	The trailer frame must be constructed from galvanized steel or aluminium.		
3.8.2	The jack must be rated for a minimum load of 2268 kg (5000 lb).		
3.9.1	The trailer must be provided with a 7.6 cm (3") inner diameter lunette ring suitable for the GVWR.		
3.11.2	The trailer must be provided with a 12 volt electrical system.		
3.13.1	The trailer must feature external 12 volt lights and reflectors in accordance with CMVSS.		
3.16.1	The trailer must be provided with an electric-over- hydraulic brake system powered from the towing vehicle through the trailer harness.		
3.16.9	The trailer must be provided with a trailer breakaway system, to halt brakes in the event of trailer harness disconnection.		
3.17.1	Trailer axle(s) must have a capacity of no less than the GVWR.		
3.17.2	The suspension must have a capacity of no less than the GVWR.		

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3.18.3	The tires must have a maximum outer diameter of 71.1 cm (28 in), to allow for adequate clearance between the fenders and the hull.	
3.19.2	The trailer payload capacity must not be less than 5750 kg (12,677 lb).	
3.20.5	The trailer must be provided with at least two (2) sets of roller banks, with one bank dedicated for each major step of the hull (the front section and the rear section).	
3.20.6	The length of the roller bank(s) supporting the rear hull section must not exceed 170 cm (5.6 ft).	
3.20.7	The length of the roller bank(s) supporting the front hull section must not exceed 350 cm (11.5 ft).	
3.20.8	The trailer must allow for adjustment of the banks along the length of the trailer's frame, with increments of maximum 15.2 cm (6 in).	
3.20.10	Roller banks must allow for adjustment in height.	
3.20.11	Roller banks must allow for adjustment in the lateral direction.	
3.22.1	The trailer must feature four (4) tie-down securing points at the stern.	
3.25.2	The winch must be rated with a minimum capacity of 1678.3 kg (3700 lb).	
3.26.4 b	For CC130 Aircraft loading, the trailer air transport provisions must be:	
	The width measured at exterior of the tires must be a maximum of 2.54 metres (100 inches);	

ANNEX "C" BASIS OF PAYMENT

1. General

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

2. **Firm Goods**

2.1 MRB TRAILER(S)

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	Point of Contact	Delivery Address	FabrMake and Model	Quantity Required	Firm Unit Price
001 Orinal Contract	CFB Halifax Main Warehouse Bldg D206 Door 11/12, HMC Dockyard, Bldg D-206 Door 1 thru 13 2519 Provo Wallis Halifax, NS, B3K 5X5 CANADA				2	
002 Original Contract	CFB Esquimalt Supply Major Equipment Section BLDG 66 Coldwood Victoria, BC, V9A 7N2 CANADA				1	
003 Option 1	CFB Halifax Main Warehouse Bldg D206 Door 11/12, HMC Dockyard, Bldg D-206 Door 1 thru 13 2519 Provo Wallis Halifax, NS, B3K 5X5 CANADA				1	
004 Option 1	CFB Esquimalt Supply Major Equipment Section BLDG 66 Coldwood Victoria, BC, V9A 7N2 CANADA				2	
005 Option 2	CFB Halifax Main Warehouse Bldg D206 Door 11/12, HMC Dockyard, Bldg D-206 Door 1 thru 13 2519 Provo Wallis Halifax, NS, B3K 5X5 CANADA				2	
006 Option 2	CFB Esquimalt Supply Major Equipment Section BLDG 66 Coldwood Victoria, BC, V9A 7N2 CANADA				1	

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Item	Delivery Point	Quantity Required (A)	Firm Unit Price (B)	Total (C = A x B)
001 Original Contract	CFB Halifax, NS	2	\$	\$
002 Original Contract	CFB Esquimalt, BC	1	\$	\$
003 Option 1	CFB Halifax, NS	1	\$	\$
004 Option 1	CFB Esquimalt, BC	2	\$	\$
005 Option 2	CFB Halifax, NS	2	\$	\$
006 Option 2	CFB Esquimalt, BC	1	\$	\$

Total (D = sum C)	\$

Annex "D" - ELECTRONIC PAYMENT INSTRUMENTS

A.	The Bi	The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):		
	()	Direct Deposit (Domestic and International);		
	()	Electronic Data Interchange (EDI);		
	()	Wire Transfer (International Only).		