



National Defence

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: National Defence Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

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).

Comments - Commentaires

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

Bid Receiving - PWGSC - Réception des soumissions - TPSGC
11 Laurier St. - 11 rue Laurier
Place du Portage, Phase III
Core 0B2 - Noyau 0B2
Gatineau, Québec K1A 0S5

Title - Sujet All-Terrain Vehicle, amphibious, 8-wheeled, with trailer Véhicule tout terrain, amphibie, à 8 roues, avec remorque	
Solicitation No. N° de l'invitation W8476-206214/A	Date of Solicitation Date de l'invitation 1 November 2019
Address enquiries to: - Adresser toute demande de renseignements à : Joe Shepstone Telephone No. - N° de telephone E-Mail Address - Courriel 819-939-3040 victor.shepstone@forces.gc.ca	
Destination See herein - Voir aux présentes	

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

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

Delivery requested Livraison demandée See herein - Voir aux présentes	Delivery offered Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Name - Nom	Title - Titre
Signature	Date

Solicitation Closes - L'invitation prend fin
At - à :
2:00 PM - 14:00
On - le :
11 December, 2019
Time Zone - Fuseau Horaire :
Eastern Standard Time (EST) Heure normale de l'Est (HNE)

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PART 1 – GENERAL INFORMATION

1.1 Security Requirements

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

1.2 Requirement

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

1.3 Debriefings

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

1.4 Trade Agreements

- A. The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA), the North American Free Trade Agreement (NAFTA), and the Canadian Free Trade Agreement (CFTA).

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- A. 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 \(SACC\) Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.
- B. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- C. The 2003 (2018-05-22), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
- (i) Section 02, Procurement Business Number, is deleted in its entirety;
 - (ii) Section 05, Submission of bids, subsection 4, is amended as follows:

Delete: 60 days
Insert: 120 days
 - (iii) Section 20, Further information, subsection 2, is deleted in its entirety.
 - (iv) Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety.

2.2 Submission of Bids

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

2.3 Enquiries – Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

- A. Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.
- B. Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Improvement of Requirement during Solicitation Period

- A. Should bidders consider that the specifications or Requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 15 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- A. Canada requests that Bidders provide their bid in separately bound sections as follows:
- Section I: Technical Bid: 2 hard copy(ies);
- Section II: Financial Bid: 1 hard copy(ies);
- Section III: Certifications: 1 hard copy(ies); and
- Section IV: Additional Information: 1 hard copy(ies).
- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
- (i) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and
 - (ii) Use a numbering system that corresponds to the bid solicitation.
- D. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process [Policy on Green Procurement](https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573) (<https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573>). To assist Canada in reaching its objectives, bidders should:
- (i) Use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
 - (ii) Use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

3.2 Section I: Technical Bid

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

3.2.1 Substitutes and Alternatives

- A. Bidders may propose substitutes and alternatives where equivalent is indicated in Annex A, Requirement.
- B. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance will be considered for acceptance where the Bidder:
- (i) Clearly identifies a substitute and/or an alternative;
 - (ii) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
 - (iii) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
 - (iv) Provides complete specifications and brochures, where applicable;
 - (v) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and

- (vi) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.
- C. Substitutes and alternatives offered as equivalent in form, fit, function quality and performance will not be considered for acceptance by the Technical Authority if:
- (i) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or
 - (ii) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.
- D. Bidders are encouraged to offer or suggest green products whenever possible.

3.3 Section II: Financial Bid

- A. Bidders must submit their financial bid in accordance with the Attachment 1 to Part 3 entitled Pricing Schedule.

3.3.1 Electronic Payment of Invoices – Bid

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the Attachment 2 to Part 3 entitled Electronic Payment Instruments, to identify which ones are accepted.
- B. If the Attachment 2 to Part 3 entitled Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.3.2 Exchange Rate Fluctuation

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

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

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

- (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.

3.5.1 Delivery Date(s)

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

3.5.1.1 Firm Goods and/or Services

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

3.5.1.2 Optional Goods and/or Services

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

3.5.2 Warranty Period

3.5.2.1 Manufacturer's Standard Warranty Period

- A. Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the 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.

ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

1. General

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

2. Firm Goods and/or Services

2.1 All-Terrain Vehicle, amphibious, 8-wheeled, with trailer

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

Item	Delivery Point	Quantity Required (A)	Firm Unit Price (B)	Total (C = A x B)
001	CFB Trenton Major Equipment Section 6 Northstar Dr., Trenton, Ontario, K8V 5P8	4	\$	\$

3. Optional Goods and/or Services

3.1 All-Terrain Vehicle, amphibious, 8-wheeled, with trailer

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

Item	Quantity of Optional Items (D)	Firm Unit Price (E)	Total (F = D x E)
1001	4	\$	\$

4. Price of the bid

Grand Total (G = C + F)	\$
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ATTACHMENT 2 TO PART 3 – ELECTRONIC PAYMENT INSTRUMENTS

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

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

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- A. Bids will be assessed in accordance with the entire requirement of the bid solicitation.
- B. An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

- A. Mandatory technical evaluation criteria are included in the Attachment 1 to Part 4 entitled Evaluation Criteria.

4.1.2 Financial Evaluation

4.1.2.1 Firm Goods and/or Services

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

4.1.2.2 Optional Goods and/or Services

- A. The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) Destination (shipping cost extra), Incoterms 2010, Canadian Customs Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.
- B. The shipping cost will not be included in the financial evaluation.

4.2 Basis of Selection – Lowest Evaluated Price, Mandatory Technical Criteria

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

ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA

See attached document entitled “All-Terrain Vehicle, Amphibious, 8 Wheeled, 4 Stroke Gasoline Engine, with Amphibious Trailer – TECHNICAL INFORMATION QUESTIONNAIRE”

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1 General

- A. Bidders must provide the required certifications and additional information to be awarded a contract.
- B. The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue, whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.
- C. The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.2 Certifications Required with the Bid

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

5.2.1 Integrity Provisions – Declaration of Convicted Offences

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

5.3 Certifications Precedent to Contract Award and Additional Information

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

5.3.1 Integrity Provisions – Required Documentation

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

5.3.2 Federal Contractors Program for Employment Equity – Bid Certification

- A. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "[FCP Limited Eligibility to Bid](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#)" list available at the bottom of the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>).
- B. Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

5.3.3 Product Conformance

- A. The Bidder certifies that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of Annex A, Requirement. This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

Signature of Bidder's Authorized Representative

Date

PART 6 – RESULTING CONTRACT CLAUSES

6.1 Security Requirements

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

6.2 Requirement

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

6.2.1 Technical Changes, Substitutes, and Alternatives

- A. Any technical changes, substitutes and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function, quality and performance to what is being replaced and must be at no additional cost to Canada. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.
- B. Should the Technical Authority not accept the substitute or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

6.2.2 Optional Goods and/or Services

- A. The Contractor grants to Canada the irrevocable option to acquire the goods, services, or both described at Annex A, Requirement and Annex B, Basis of Payment, of the Contract under the same conditions and at the prices and/or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.
- B. The Contracting Authority may exercise the option within 12 months after contract award by sending a written notice to the Contractor.
- C. The option may be exercised at the discretion of Canada in whole or in part or in more than one occasion, up to the maximum quantity identified herein.
- D. The Contractor must advise the Technical Authority and Contracting Authority of any design updates that could affect the procurement of additional vehicles/equipment.

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

- A. [2010A](#) (2018-06-21), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:
- (i) Article 01, Interpretation, definition of "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:
- "Canada", "Crown", "Her Majesty" or "the Government"
means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or,

if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

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

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be [time period to be detailed in the resulting contract], after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

If action to effect repairs under warranty cannot be initiated within 2 working days and completed within a reasonable time period, or if the Contractor has no repair facilities in the immediate vicinity (within 150 kilometers) of the specified delivery destinations, Canada reserves the right to make the repairs and be reimbursed by the Contractor at the rate of \$103.91 per hour and the cost for replaced parts.

6.4 Term of Contract

6.4.1 Delivery Dates

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

6.4.2 Delivery Points

- A. Delivery of the requirement must be made to delivery point(s) specified at Annex B of the Contract.
- B. If an option is exercised, the Contractor must, at Canada's sole discretion, deliver the optional goods to delivery point(s) specified at Annex B of the Contract.
- C. The Contractor must deliver the goods by appointment only. The Contractor is responsible for contacting the Technical Authority in advance of shipping to obtain the contact information for the delivery point(s). The Contractor or its carrier must arrange delivery appointments by contacting the delivery point(s). All equipment delivered to the consignee are to be delivered between the hours of 8:00 am and 4:00 pm local time Monday through Friday, except Federal holidays. Any attempt by the carrier to deliver equipment before or after these hours may be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and to accept the delivery. The consignee(s) may refuse shipments when prior arrangements have not been made. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

6.5 Authorities

6.5.1 Contracting Authority

A. The Contracting Authority for the Contract is:

Name: Joe Shepstone
Title: Procurement Officer
Position: DLP 5-3-4-3
Address: Department of National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario, K1A 0K2
Telephone: 819-939-3040
E-mail: victor.shepstone@forces.gc.ca

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

6.5.2 Technical Authority

A. The Technical Authority for the Contract is:

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

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

6.5.3 Contractor's Representative

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.5.4 After-Sales Service

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

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

6.6.1.1 Basis of Payment (Firm Goods and/or Services)

- A. For the Work described in the Requirement at Annex A and the Basis of Payment at Annex B, excluding Travel and Living Expenses:
- (i) In consideration of the Contractor satisfactorily completing its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B for a cost of \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.

6.6.1.2 Basis of Payment (Optional Goods and/or Services)

- A. Firm prices in Canadian dollars, Delivered Duty Paid (DDP) at Destination (shipping cost extra in accordance with Basis of Payment), Incoterms 2010, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra; as specified in Annex A - Pricing.

6.6.1.3 Basis of Payment (Shipping Costs)

- A. The Contractor will be reimbursed the actual shipping cost from the Contractor's Canadian facility or the Contractor's Canadian distribution point to the final destination without any allowance for profit and/or administrative overhead, in Canadian dollars and Applicable Taxes extra.

6.6.2 Limitation of Price

- A. 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.

6.6.3 Method of Payment

6.6.3.1 Multiple Payments

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

6.6.4 Electronic Payment of Invoices

- A. The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):
- (i) Direct Deposit (Domestic and International);
 - (ii) Electronic Data Interchange (EDI); and
 - (iii) Wire Transfer (International Only).

6.7 Invoicing

6.7.1 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must be supported by:
- (i) The serial number(s), or a copy of the New Vehicle Information Statement (NVIS) containing the Vehicle Identification Number(s) (VIN);
 - (ii) A copy of the release document and any other documents as specified in the Contract;
 - (iii) A copy of invoices or receipts for Shipping Costs.
- C. Invoices must be distributed as follows:
- (i) The original and 1 copy must be forwarded to the following address for certification and payment:

National Defence Headquarters (NDHQ)
Department of National Defence (DND)
101 Colonel By Drive
Ottawa, Ontario, K1A 0K2
c/o: [organization to be detailed in the resulting contract]
Attention: [name to be detailed in the resulting contract]
 - (ii) For invoices not claiming any Travel and Living costs, the Contractor may provide, in lieu of a hard copy, a .pdf copy of the original invoice along with any required supporting documentation to the Contracting Authority at:

[Invoice e-mail destination address to be specified in the resulting contract]
 - (iii) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Contracting Authority in its covering e-mail. Invoices claiming Travel and Living costs must be submitted in hard copy in order to provide original receipts, as per Treasury Board regulations.

6.7.2 Holdback

- A. A 10% holdback will apply on any due payment of the following items:
- (i) Items 001 and 1001 as per Annex B.
- B. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous invoice.
- C. Release of the 10% holdback is conditional upon receipt and certified acceptance of all Work under this Contract.
- D. Invoicing instructions for the holdback are as detailed in the clause entitled "Invoicing Instructions".

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

- A. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:
- (i) The Articles of Agreement;
 - (ii) The General Conditions 2010A (2018-06-21), General Conditions - Goods (Medium Complexity);
 - (iii) Annex A, Requirement;
 - (iv) Annex B, Basis of Payment; and
 - (v) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

6.11 Defence Contract

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

6.12 Insurance – No Specific Requirement

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

6.13 Inspection and Acceptance

- A. The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of the Requirement and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

6.14 Post-Contract Award Meeting

- A. Within 10 days of the date of Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Contracting Authority to review technical and contractual requirements. The Contractor must prepare and distribute the

minutes of the meeting within 5 calendar days after the completion of the meeting. The meeting will be held at the Contractor's facility, 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.

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

- A. The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on *ISO 9001:2008 "Quality management systems - Requirements."*
- B. The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of 1 year after the completion of the Contract.
- C. Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

6.16 Material

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

6.17 Interchangeability

- A. Unless changes during the production run are authorized by the Contracting Authority, all vehicles/equipment supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

6.18 Vehicle Safety

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

6.19 Recall Notices

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

6.20 Packaging

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

6.21 Wood packaging materials

- A. All wood packaging materials used in shipping must conform to the [International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade \(ISPM 15\)](https://www.ippc.int/en/core-activities/standards-setting/ispms/) (<https://www.ippc.int/en/core-activities/standards-setting/ispms/>).
- B. Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:

- (i) D-98-08 - [Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States](http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993) (<http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993>); and
- (ii) D-13-01 - [Canadian Heat Treated Wood Products Certification Program \(HT Program\)](http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967) (<http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967>).

6.22 Preparation for Delivery

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

6.23 Tools and Loose Equipment

- A. 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.

6.24 Delivery and Unloading

- A. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
- B. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.
- C. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

6.25 Incomplete Assemblies

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

6.26 Assembly/Preparation at Delivery

- A. The Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all vehicles/equipment delivered. Cost to provide this service must be included in the price of each vehicle/equipment.

6.27 Work Site Access

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

6.28 Canadian Forces Site Regulations

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

ANNEX A – REQUIREMENT

See attached document(s) entitled:

“PURCHASE DESCRIPTION FOR: All-Terrain Vehicle, Amphibious, 8 Wheeled
4 Stroke Gasoline Engine, with Amphibious Trailer”

ANNEX B – BASIS OF PAYMENT

1. General

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

2. Firm Goods and/or Services

2.1 All-Terrain Vehicle, amphibious, 8-wheeled, with trailer

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

Item	Delivery Point	Delivery Date	Quantity Required	Firm Unit Price
001	CFB Trenton Major Equipment Section 6 Northstar Dr., Trenton, Ontario, K8V 5P8	[Date to be detailed in the resulting contract]	4	[\$(Cost to be detailed in the resulting contract)]

3. Optional Goods and/or Services

3.1 All-Terrain Vehicle, amphibious, 8-wheeled, with trailer

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

Item	Delivery Date	Quantity of Optional Items	Firm Unit Price
1001	[Date to be detailed in the resulting contract]	4	[\$(Cost to be detailed in the resulting contract)]

3.2 Shipping Costs

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

Item	Delivery Point	Quantity and Type of Optional Items	Firm Unit Price
1002	[Canadian location to be specified at the time of amendment]	Quantity [number of items to be inserted at the time of amendment] of Item(s) [reference number(s) to be inserted at the time of amendment]	[\$(Cost to be detailed at the time of amendment)]

3.3 Travel and Living Expenses - National Joint Council Travel Directive – Familiarization Training

A. The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/d10/en>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.

B. All travel must have the prior authorization of the Technical Authority.

C. All payments are subject to government audit.

D. Estimated Cost: \$[(Cost to be detailed in the resulting contract)].



ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA

All-Terrain Vehicle, Amphibious 8 Wheeled, 4 Stroke Gasoline Engine ECC: 140299 With Amphibious Trailer

TECHNICAL INFORMATION QUESTIONNAIRE

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

Where the specification paragraphs below indicate “Proof of Compliance”, the “Proof of Compliance” **must** be provided for each performance requirement/specification.

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

Definitions for **Equivalent** and **Proof of Compliance** are found in the DEFINITIONS section at the end of this document.

CONTRACTOR INFORMATION

Company Name:

Manufacturer’s Name:

Name of Representative: _____ Designation:

Proposal Date: _____

COMPLIANCE

Equipment provided complies with all specified requirements? YES NO

Equivalents

Are **Equivalents** provided for any of the requirements in the Purchase Description? YES NO

If yes, please identify all **Equivalents** below and indicate where in the proposal related information can be found:

**All-Terrain Vehicle, Amphibious
8 Wheeled, 4 Stroke Gasoline Engine
ECC: 140299
With Amphibious Trailer**

TECHNICAL INFORMATION QUESTIONNAIRE

Proposed Make _____ - Model _____ - Year _____

PURCHASE DESCRIPTION PARAGRAPHS

3.1 Standard Design – Proof of Compliance must be provided:

Bidders should indicate the document and page number where the Proof of Compliance can be found:

- a) The Bidder **must** provide the manufacturer's latest model.
Document: _____ Page: _____
- b) The bidder **must** provide client information for industry acceptability and/or experience as specified in the purchase description.

Client information **must** include:

- Client name and location
- Year completed
- Lists of make(s) and model(s)

Document: _____ Page: _____

3.4.1 Dimensions - Proof of Compliance must be provided:

Bidders should indicate the document and page number where the Proof of Compliance can be found:

- c) A minimum ground clearance 225 mm (8.8 in); and
Document: _____ Page: _____
- d) Max height with the windscreen and roll cage of 2100 mm (83 in);
Document: _____ Page: _____

3.5.1 Engine Systems - Proof of Compliance must be provided:

Bidders should indicate the document and page number where the Proof of Compliance can be found:

- a) The engine displacement is at least 740cc;
Document: _____ Page: _____
- d) Engine fuel type Fuel type is unleaded gasoline;
Document: _____ Page: _____

3.5.2 Fuel Tank - Proof of Compliance must be provided:

Bidders should indicate the document and page number where the Proof of Compliance can be found:

- a) The main fuel tank has a minimum capacity of 30 liters (7.9 gal);
Document: _____ Page: _____

3.5.6 Towing Capacity – Proof of Compliance must be provided:

Bidders should indicate the document and page number where the Proof of Compliance can be found:

- a) Towing capacity of a minimum load of 816 kg (1800 lb).
Document: _____ Page: _____

3.6.1 Body Features – Proof of Compliance *must* be provided:

Bidders should indicate the document and page number where the Proof of Compliance can be found:

- a) Rear cargo compartment behind the passenger and driver's seats capable of carrying three (3) 20L Military jerry cans stored side by side from left to right. (Height:18.5"/47 cm, Length:14"/35 cm, Width:6.5"/16cm);
Document: _____ Page: _____
- e) A minimum of 4 lifting points properly installed and balanced on the vehicle for sling loading the vehicle by a helicopter or lifting by crane;
Document: _____ Page: _____
- h) A bilge pump.
Document: _____ Page: _____

3.6.2 Seating and Driver/Passenger Compartment – Proof of Compliance *must* be provided:

Bidders should indicate the document and page number where the Proof of Compliance can be found:

- e) A fitted all weather fabric enclosure with 2 hinged doors for the driver and passenger, and an access flap for the rear cargo area. Doors and rear access flap must have clear windows for visibility. All- weather fabric material shall meet MIL-PRF-32002. Clear window material shall meetMIL-18080, for plastic sheets, vinyl, and flexible, transparent, optical quality;
Document: _____ Page: _____
- f) Two (2) Standard 12 volt power receptacles to allow for heated visor/helmet plug in or accessories; and
Document: _____ Page: _____
- g) Cab heater units with windshields defrost vents and side vents.
Document: _____ Page: _____

3.7.1 Electrical System – Proof of Compliance *must* be provided:

Bidders should indicate the document and page number where the Proof of Compliance can be found:

- a) A heavy-duty AGM (Absorbent Glass Material) maintenance free battery;
Document: _____ Page: _____

3.8.1 Special Equipment - Proof of Compliance *must* be provided:

Bidders should indicate the document and page number where the Proof of Compliance can be found:

- c) 1 (one) 8 wheel amphibious trailer;
Document: _____ Page: _____
- d) A set of 2 (two) 18" rubber tracks with ice cleats, and mounting hardware.
Document: _____ Page: _____

3.8.2 Specification for the Amphibious Trailer - Proof of Compliance *must* be provided:

- a) An eight (8) wheel, amphibious trailer, carrying a minimum load capacity of 635 kg (1400 lbs). Trailer *must* be compatible with the Amphibious UTV;

2018-11-26

Document: _____ Page: _____

- b) Hubs, rims and tires **must** be compatible with the Amphibious UTV;
Document: _____ Page: _____

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

- a) **“Equivalent”** - A standard, means, or component type, which has been accepted by the Technical Authority as meeting the specified requirements for form, fit, function and performance.
- b) **“Proof of Compliance”** is defined as an unaltered document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software. The document **must** provide detailed information on each performance requirement and/or specification. Where a document submitted as Proof of Compliance does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications **must** be provided. The certificate **must** detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.



NOTICE

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

AVIS

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

ANNEX A – REQUIREMENT

PURCHASE DESCRIPTION FOR

**All-Terrain Vehicle, Amphibious, 8 Wheeled
4 Stroke Gasoline Engine**

ECC: 140299

NSN 2340-21-910-8898

With Amphibious Trailer

Nov 26, 2018

OPI: DSVPM 6 – DAVPS 6

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

Canada

2018 DND/MND Canada

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1. SCOPE

1.1 **Scope** - This document covers the purchase description of two (2) 8X8, Light, Multipurpose Utility Amphibious Vehicles, four (4) passengers, side by side, with an eight (8)-wheel Amphibious trailer as described.

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) In this document, "provided" **must** mean "supplied and installed".
- e) Where technical certification is referred to in this document, a copy of the certification or an acceptable Proof of Compliance **must** be supplied for the vehicle when requested by the Technical Authority.
- f) Proof of compliance in either both metric and imperial system is accepted.

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

- a) "**Technical Authority**" - The government official responsible for technical content of this requirement.
- b) "**Equivalent**" - Substitutes and alternatives that are equivalent in product, performance or a standard will be considered for acceptance by the Technical Authority where Proof of Compliance for the requirement is provided.
- c) "**Vehicle**" – The entire vehicle including all systems and sub-systems, in a complete manufactured state in accordance with the requirements in this Purchase Description.
- d) "**5th percentile adult female**" – As defined in the Motor Vehicle Safety Regulations (C.R.C., c. 1038) a person having as physical characteristics a mass of 46.3 kg, height of 1499 mm, erect sitting height of 785 mm, normal sitting height of 752 mm, hip sitting breadth of 325 mm, hip sitting circumference of 925 mm, waist sitting circumference of 599 mm, chest depth of 191 mm, bust circumference of 775 mm, chest upper circumference of 757 mm, chest lower circumference of 676 mm, knee height of 455 mm, popliteal height of 356 mm, elbow rest height of 180 mm, thigh clearance height of 104 mm, buttock-to-knee length of 518 mm, buttock-to-poples length of 432 mm, elbow-to-elbow breadth of 312 mm and seat breadth of 312 mm.
- e) "**95th percentile adult male**" – As defined in the Motor Vehicle Safety Regulations (C.R.C., c. 1038) a person having as physical characteristics a mass of 97.5 kg, height of 1849 mm, erect sitting height of 965 mm, normal sitting height of 930 mm, hip sitting breadth of 419 mm, hip sitting circumference of 1199 mm, waist sitting circumference of 1080 mm, chest depth of 267 mm, chest circumference of 1130 mm, knee height of 594 mm, popliteal height of 490 mm, elbow rest height of 295 mm, thigh clearance height of 175 mm, buttock-to-knee length of 640 mm, buttock-to-poples length of 549 mm, elbow-to-elbow breadth of 506 mm and seat breadth of 404 mm.
- f) "**Gross Axle Weight Rating (GAWR)**" - The value specified by the vehicle manufacturer as the load-carrying capacity of a single axle system, as measured at the tire-ground interfaces.
- g) "**Gross Vehicle Weight Rating (GVWR)**" - The value specified by the vehicle manufacturer as the loaded weight of a single vehicle.

2. APPLICABLE DOCUMENTS

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

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

3. TECHNICAL REQUIREMENTS

All technical requirements will be included in the Technical Information Questionnaire (TIQ) and a proof of compliance **must** be supplied by the bidder.

3.1 **Standard Design**

- a) **Latest Model** - The vehicle/equipment **must** be the manufacturer's latest model.
- b) **Industry Acceptability** - The vehicle/equipment design **must** have demonstrated industry acceptability by having been manufactured and sold commercially for at least three (3) years, or be manufactured by a company that has at least five (5) years' experience in design and manufacturing of a comparable type of equipment of equivalent or greater complexity.
- c) **Regulations** - The vehicle/equipment **must** conform to all applicable laws, regulations and industrial standards governing manufacture, safety, noise levels and pollution in effect in Canada at the time of manufacture. International equivalent laws, regulations, and industrial standards will be accepted only if certified for equivalency by a professional engineer.
- d) **Published Ratings** – The vehicle/equipment **must** have system and component capacities equivalent to published ratings (i.e. product or component brochures).
- e) **Standard Components** – The vehicle/equipment **must** include all standard components, equipment and accessories for the model offered, although they may not be specifically described in this Purchase Description.
- f) **Spare Parts** – The manufacturer **must** select components readily available for minimum of 10 years from the date of purchase.

3.2 **Operating Conditions**

3.2.1 **Weather**

- a) The vehicle/equipment **must** be capable of operating under the extremes of weather found in Canada in temperatures ranging from -30°C to 37°C (-22°F to 99°F) as per DESIGN type Cold (C2) from method 502.5 of the MIL-STD-810G.

3.2.2 **Terrain** – The vehicle/equipment **must** without tow be capable of;

- a) Being operated off-trail in deep snow and ice surfaces, over frozen and thawed tundra/musked while withstanding minor impacts from small rocks and brush, and amphibious operation over calm water such as lakes, streams, and rivers with appropriate preparation.

3.3 Safety Standards

3.3.1 Vehicle Safety Regulations

- a) The vehicle/equipment **must** comply with the Motor Vehicle Safety Regulations (C.R.C., c. 1038).

3.3.2 Human Factors Engineering – The vehicle/equipment, all systems, and components **must**:

- a) Be manufactured/assembled for safety and ease of use by the CAF users with anthropometric characteristic measurements ranging from 95th percentile male to 5th percentile female;
- b) Have entry and exit points equipped with handles and steps sized and positioned to accommodate CAF users with anthropometric characteristic measurement ranging from 95th percentile male to 5th percentile female; and
- c) Be equipped with warning and instructions labels, grab handles and heat shields, for operator and passenger safety.

3.4 VEHICLE DIMENSION

3.4.1 Dimensions – The following **must** be provided:

- a) Max overall length of 3470 mm (136.6 in);
- b) Max overall width of 1930 mm (76 in);
- c) Minimum ground clearance of 225 mm (8.8 in); and
- d) Max height with the windscreen and roll cage of 2100 mm (83 in).

3.5 CHASSIS AND POWER TRAIN SYSTEMS

3.5.1 Engine Systems – The following **must** be provided:

- a) The engine displacement is at least 740cc;
- b) The engine is liquid cooled;
- c) The engine is a four 4 stroke with electronic fuel injection; and
- d) Engine fuel type Fuel type is unleaded gasoline.

3.5.2 Fuel Tank – The following **must** be provided:

- a) The main fuel tank has a minimum capacity of 30 liters (7.9 gal); and
- b) The main fuel tank indicates the use of gasoline fuel only on the fuel tank cap in English and French and/or stamped close to the fuel cap.

3.5.3 Transmission and Drive System – The following **must** be provided:

- a) A minimum of one (1) forward gear and one (1) reverse gear;

- b) The clutch must be a continuously variable transmission;
- c) The drive line from the transmission to the axles must be accomplished via a chain drive system; and
- d) The chain drive system must be lubricated via an automated means.

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

- a) Vehicle has hydraulic disc brake; and
- b) Vehicle is equipped with a parking brake.

3.5.5 **Towing capacity** – The following **must** be provided:

- a) The vehicle / equipment must be capable of being operated while towing a minimum load of 816 kg (1800 lbs.).

3.6 BODY SYSTEMS

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

- a) Rear cargo compartment behind the passenger and driver's seats capable of carrying three (3) 20L Military jerry cans stored side by side from left to right. (Height: 18.5"/47 cm, Length: 14"/35 cm, Width: 6.5"/16cm);
- b) Two (2) side mounted racks capable of holding a 20L military jerry can (Height: 18.5"/47 cm, Length: 14"/35 cm, Width: 6.5"/16cm);
- c) One (1) rear mounted spare tire carrier with spare tire;
- d) Front mounted brush guard to protect the headlights;
- e) One (1) Winch with a minimum of 2000 kg (4409.2 lbs.) pulling capacity that can be either front or rear mounted by the vehicle operator;
- f) Skid plate;
- g) A minimum of four (4) lifting points properly installed and balanced on the vehicle for sling loading the vehicle by a helicopter or lifting by crane;
- h) A minimum of three (3) tie down points, properly installed and balanced on the vehicle for securing the vehicle during transport;
- i) Vehicle has a minimum of eight (8) wheels with a maximum ground pressure of 48.3 kPa (7 psi); and
- j) A bilge pump.

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

- a) A flat "bench" style seat that could accommodate two (2) adults dressed in heavy clothing;
- b) A add on flat rear "bench" style seat to accommodate two (2) adults;
- c) A storage compartment under the seat;
- d) A windshield and windshield wiper;

- e) A fitted all weather fabric enclosure with two (2) hinged doors for the driver and passenger, and an access flap for the rear cargo area. Doors and rear access flap must have clear windows for visibility. All- weather fabric material shall meet MIL-PRF-32002. Clear window material shall meet MIL-18080, for plastic sheets, vinyl, and flexible, transparent, optical quality;
- f) Two (2) Standard 12 volt power receptacles to allow for heated visor/helmet plug in or accessories; and
- g) Cab heater units with windshields defrost vents and side vents.

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

- a) Electrical starting with an emergency jump starting device;
- b) Speedometer;
- c) Fuel gauge;
- d) A keyless ignition switch;
- e) Gear indicator;
- f) Tachometer;
- g) Voltmeter;
- h) Hour meter;
- i) Coolant temperature gauge;
- j) Parking brake indicator light;
- k) Low oil pressure indicator light; and
- l) Check engine warning indicator light.

3.7 **ELECTRICAL SYSTEMS**

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

- a) A heavy-duty AGM (Absorbent Glass Material) maintenance-free battery;
- b) 60 amp charging system; and
- c) Headlamps, brake/tail lights.

3.8 **MISCELLANEOUS**

3.8.1 **Special Equipment** – The following *must* be provided:

- a) A rear mounted, a 5.08cm (2 in.) receiver ball;
- b) One (1) Recovery Strap;
- c) One (1) eight (8)-wheel amphibious trailer; and

d) A set of two (2) 18" rubber tracks with ice cleats, and mounting hardware.

3.8.2 **Specification for the Amphibious Trailer** – The following **must** be provided:

a) An eight (8)-wheel, amphibious trailer, carrying a minimum load capacity of 635 kg (1400 lbs). Trailer **must** be compatible with the Amphibious UTV;

b) Hubs, rims and tires **must** be compatible with the Amphibious UTV;

c) The trailer's cargo structure to be constructed of polyethylene material, painted with high paint quality and rust protection against corrosion;

d) Drainage system to prevent water accumulation in the cargo box, with removable plug;

e) Waterproof cover. The cover should be large enough to extend beyond the opening of the cargo box, in a non-reflective material that does not rot or rip easily.

f) A trailer Identification Plate **must** be provided, and permanently marked in a conspicuous and protected location, identifying the contract number, curb weight, carrying capacity and tire pressure.

3.8.3 **Color** – The following **must** be provided:

a) The vehicle must be a manufacturer standard color.

3.8.4 **Lubricants and Fluids**

a) All lubricants and fluids provided **must** meet the operating conditions specified in Section 3.2.1.

3.8.5 **Warning, Markings and Instruction Plates**

a) All identification, instructional, and warnings labels **must** be bilingual or international symbols defined in SAE J1362.

b) All identification, instructional, and warning labels **must** be within view of the operator.

c) All indicators and controls **must** be permanently labeled.

3.8.6 **Vehicle Identification** - The following information **must** be provided as a minimum, permanently marked and in a conspicuous and protected location:

a) The cab and chassis manufacturer's name, model number, serial number, and model year;

b) The body manufacturer's model and serial number;

c) The equipment manufacturer's model and serial number; and

d) Vehicle Dry Weight.

4 INTEGRATED LOGISTIC SUPPORT

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

4.1.1 **Operator's Manuals**

a) Operator's manuals **must** be bilingual (English/French).

- b) The operator's manuals **must** include instructions for the safe operation of the vehicle.
- c) The operator's manuals **must** include daily operator maintenance instructions/checks (including lubrication).
- d) The operator's manuals **must** include safety warnings.

4.1.2 **Parts Manual**

- a) The parts manual(s) **must** be in English (bilingual is desirable).
- b) The parts manual **must** have illustrations showing all components of the vehicle/equipment including and accessories from other manufacturers that is supplied for the requirement of the contact and have numbers for the itemization of the parts.
- c) The parts manual **must** have a listing for all itemized manufacturer's parts showing the manufacturers part number of the illustration, the part name and a brief description of the item.
- d) The parts manual **must** have a cross reference relating the manufacturer part number to the correct figure and item number.
- e) The parts manual **must** have a representation of bilingual warning signs and identification labels delivered on the equipment.

4.1.3 **Maintenance Manuals**

- a) The maintenance manual **must** be in English (bilingual is desirable).
- b) The maintenance manual **must** include 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.
- c) The maintenance manual **must** include a listing of the necessary tolerances, torque levels, fluid volumes required and a section listing any special tools (including part numbers).
- d) The maintenance manual **must** include information on the order of disassembly and assembly of the systems and components of the vehicle.
- e) The maintenance manual **must** include complete wiring diagrams.
- f) The maintenance manual **must** include special tools lists as per paragraph 4.3.2.

4.1.4 **Manual Delivery to Technical Authority**

- a) The contractor **must** submit sample manuals to the Technical Authority prior to the delivery of the vehicle/equipment for each model or sub-system for approval as specified above. Sample manuals will not be returned. TA will provide approval or comments on the manuals within 30 days.
- b) One (1) complete set of approved manuals (Operator's, Maintenance and Parts) in electronic format **must** be delivered to the Technical Authority.

4.1.5 **Manual Delivery with Vehicle**

- a) One (1) set of Operator manual **must** accompany each vehicle shipped.
- b) One (1) set of Maintenance manual and one (set) of Parts manual **must** be shipped to each location.

c) The manuals **must** be in paper and electronic format.

4.1.6 **Electronic Format**

- a) Approved copies of the electronic format manuals **must** be delivered on CD/DVD-ROM.
- b) CD/DVD-ROM **must not** require installation, password and/or Internet connection to be accessed and be an unlocked PDF in a searchable format.

4.1.7 **Provisional Manuals**

- a) In the event that approved manuals are not available at the time of delivery of the equipment, manuals marked "Provisional" **must** be supplied with the equipment.
- b) The contractor **must** deliver replacement approved manuals to all destinations where Provisional manuals were delivered.

4.1.8 **Manual Supplements**

- a) The contractor **must** supply manual supplements (Operator's, Maintenance and Parts) to support dealer-installed equipment not covered in the Vehicle Manuals.
- b) Manual supplements **must** be delivered in accordance with 4.1.4 and 4.1.5.

4.1.9 **Translation and Reproduction Rights** - The Canadian Government **must** reserve the right to translate and reproduce, for Government use only, all or any part of the publications supplied, including the training packages delivered against the contract agreement.

4.2 **Warranty Letter**

- a) The warranty letter **must** include a list of the closest designated warranty provider and other designated warranty providers across Canada that will honour the warranty for the equipment and attachments (if applicable) procured under this contract, including the contact person and phone number at each service provider.
- b) The warranty letter **must** include additional warranty coverage of sub-systems and a copy of the warranty letter from each sub-system's Original Equipment Manufacturer (OEM).
- c) The warranty letter **must** include warranty period as negotiated in the contract.
- d) The warranty letter **must** include Contractor contact information, name and phone number, for warranty support.

4.2.1 **Warranty Letter Delivery** – The contractor **must** provide a bilingual warranty letter to the Technical Authority and with each vehicle. If the Technical Authority requires the letter to be in DND format, then they will provide the Contractor a template for the DND acceptable format of the warranty letter.

4.3 **Other ILS Deliverables to Technical Authority** - The following deliverables **must** be provided in electronic format prior to the delivery of the last vehicle.

4.3.1 **Data Summary** – The Contractor **must** provide a bilingual Data Summary for each make/model/configuration of vehicle by completing Technical Authority's template with data and a vehicle/equipment picture.

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

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

4.3.3 **Preventive Maintenance Replacement Parts Kit Lists (PMRPKL)** – The contractor *must* provide a list detailing the parts that are required to perform preventive maintenance to the system for a period of 12 months, and include:

- a) Item name;
- b) Contractor's part number
- c) Manufacturer's part number;
- d) Manufacturer's NATO Supply code (NCAGE) or name and address;
- e) NSN (NATO Stock Number) (if known);
- f) Quantity per equipment;
- g) Quantity recommended;
- h) Unit price; and
- i) Unit of issue.

4.3.4 **Recommended Spare Parts Lists** - The contractor *must* provide a list detailing the spare parts deemed necessary to maintain the vehicle/equipment for a period of 12 months exclusive of any warranty period and include:

- a) Part description;
- b) Original Equipment Manufacturer;
- c) Original Equipment Manufacturer Part Number;
- d) Suggested quantity; and
- e) Unit cost.

4.4 **Safety Recalls and Servicing Data** – Safety Recalls and manufacturer's technical service bulletin's, or equivalent *must* be provided to the Technical Authority and the final delivery locations on a continuing basis, throughout the life expectancy of the vehicle/equipment or for no less than 10 years.

4.5 **Initial Parts Kit**

- a) One initial parts kit *must* be delivered with each vehicle/equipment.

- b) Each kit **must** include a complete set of filters and filter elements from the Original Equipment Manufacturer (OEM) required in the first 12 months of service.

4.6 Items to be provided with Each Vehicle

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

- a) A basic tool kit provided stored with each vehicle; and
- b) The tools are stored in a container or bag and include, as a minimum, tools specific to the vehicle for operator roadside maintenance.

4.7 Vehicle Delivery Condition - The vehicle **must** be delivered to destination in a fully operational condition (serviced and adjusted) and both the interior and exterior must be cleaned. The vehicle **must** be fully assembled for delivery at destination. For shipment verification, all items such as tools, equipment and accessories, which are shipped loose with the equipment, **must** be listed on the shipping certificate or to an attached packing note.