



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 His Majesty the King 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 le Roi du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments - Commentaires

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

By e-mail to: - Par courriel au :
DLP53BidsReceiving.DAAT53Receptiondessoumissions@forces.gc.ca

Attention: - Attention :
Roxanne Grenier DLP 5-3-1

Title - Sujet TRAILER, BEAVERTAIL - REMORQUE, PORTE-À-FAUX	
Solicitation No. N° de l'invitation W8476-246784/A	Date of Solicitation Date de l'invitation February 23, 2024 - 23 février 2024
Address enquiries to: - Adresser toute demande de renseignements à : Roxanne Grenier E-Mail Address - Courriel Roxanne.Grenier@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 : March 21, 2024 - 21 mars 2024 Time Zone - Fuseau Horaire : Eastern Daylight Time (EDT) Heure avancée de l'Est (HAE)

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION	4
1.1 REQUIREMENT	4
1.2 SECURITY REQUIREMENTS	4
1.3 DEBRIEFINGS	4
1.4 COMPREHENSIVE LAND CLAIMS AGREEMENT(S)	4
PART 2 - BIDDER INSTRUCTIONS	5
2.1 STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2 SUBMISSION OF BIDS	6
2.3 ENQUIRIES - BID SOLICITATION	6
2.4 APPLICABLE LAWS	7
2.5 IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	7
PART 3 - BID PREPARATION INSTRUCTIONS	8
3.1 BID PREPARATION INSTRUCTIONS	8
3.2 SECTION I: TECHNICAL BID	8
3.3 SECTION II: FINANCIAL BID	9
3.4 SECTION III: CERTIFICATIONS	9
3.5 SECTION IV: ADDITIONAL INFORMATION	9
ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS	11
PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	12
4.1 EVALUATION PROCEDURES	12
4.2 BASIS OF SELECTION - LOWEST EVALUATED PRICE, MANDATORY TECHNICAL CRITERIA	12
ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA	13
1. GENERAL	14
2. FIRM GOODS AND/OR SERVICES	14
PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	15
5.1 GENERAL	15
5.2 CERTIFICATIONS REQUIRED WITH THE BID	15
5.3 CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	15
PART 6 - RESULTING CONTRACT CLAUSES	17
6.1 SECURITY REQUIREMENTS	17
6.2 REQUIREMENT	17
6.3 STANDARD CLAUSES AND CONDITIONS	17
6.4 TERM OF CONTRACT	18
6.5 AUTHORITIES	19
6.6 PAYMENT	20
6.7 INVOICING	21
6.8 CERTIFICATIONS AND ADDITIONAL INFORMATION	22
6.9 APPLICABLE LAWS	22
6.10 PRIORITY OF DOCUMENTS	22
6.11 DEFENCE CONTRACT	22
6.12 FOREIGN NATIONALS (CANADIAN CONTRACTOR)	23
6.12 FOREIGN NATIONALS (FOREIGN CONTRACTOR)	23
6.13 INSURANCE - NO SPECIFIC REQUIREMENT	23
6.14 INSPECTION AND ACCEPTANCE	23
6.15 POST-CONTRACT AWARD MEETING	23

6.16	ISO 9001:2015 QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS (QUALITY ASSURANCE CODE Q)	23
6.17	QUALITY ASSURANCE AUTHORITY (DEPARTMENT OF NATIONAL DEFENCE): CANADIAN-BASED CONTRACTOR	24
6.17	QUALITY ASSURANCE AUTHORITY (DEPARTMENT OF NATIONAL DEFENCE): FOREIGN-BASED AND UNITED STATES CONTRACTOR	25
6.18	QUALITY ASSURANCE DOCUMENT	26
6.19	RELEASE DOCUMENTS (DEPARTMENT OF NATIONAL DEFENCE): CANADIAN-BASED CONTRACTOR	26
6.19	RELEASE DOCUMENTS (DEPARTMENT OF NATIONAL DEFENCE): UNITED STATES-BASED CONTRACTOR	26
6.19	RELEASE DOCUMENTS (DEPARTMENT OF NATIONAL DEFENCE): FOREIGN-BASED CONTRACTOR	26
6.20	RELEASE DOCUMENTS - DISTRIBUTION	26
6.21	MATERIAL	27
6.22	INTERCHANGEABILITY	27
6.23	VEHICLE SAFETY	27
6.24	RECALL NOTICES	27
6.25	PACKAGING	27
6.26	WOOD PACKAGING MATERIALS	27
6.27	PREPARATION FOR DELIVERY	28
6.28	DELIVERY OF DANGEROUS GOODS/HAZARDOUS PRODUCTS	28
6.29	TOOLS AND LOOSE EQUIPMENT	28
6.30	DELIVERY AND UNLOADING	28
6.31	INCOMPLETE ASSEMBLIES	29
6.32	WORK SITE ACCESS	29
6.33	CANADIAN FORCES SITE REGULATIONS	29
6.34	MARKING	29
6.35	LABELLING	29
6.36	DISPUTE RESOLUTION SERVICES	29
	ANNEX A - REQUIREMENT	30
	ANNEX B - BASIS OF PAYMENT	31
1.	GENERAL	31
2.	FIRM GOODS AND/OR SERVICES	31

PART 1 - GENERAL INFORMATION

1.1 Requirement

- A. The Department of National Defence (DND) has a requirement to procure Qty1 **TRAILER, BEAVERTAIL** for delivery to Joint Task Force North, Yellowknife. The requested delivery date is 180 days after contract award.
- B. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6.

1.2 Security Requirements

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

1.3 Debriefings

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

1.4 Comprehensive Land Claims Agreement(s)

- A. This procurement is subject to the following Comprehensive Land Claims Agreement(s):
 - (i) Tlicho Land Claims Agreement (2005)

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

A. All instructions, clauses and conditions identified in this document and any of its attachments by number, date, and title are either:

- (i) Set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada; or
- (ii) Included as attachments.

These documents are incorporated by reference and they form part of this document as though they were expressly set out here in full.

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

C. The [2003](#) (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):

- (i) Section 02, Procurement Business Number, is deleted in its entirety;
- (ii) Section 05, Submission of bids, subsection 3, is deleted in its entirety;
- (iii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - d. send its bid only to the location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
- (iv) Section 05, Submission of bids, subsection 4, is amended as follows:
 - Delete: 60 days
 - Insert: 120 days
- (v) Section 06, Late bids, is deleted in its entirety;
- (vi) Section 07, Delayed bids, is deleted in its entirety.
- (vii) Section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, is deleted in its entirety.
- (viii) Section 20, Further information, subsection 2, is deleted in its entirety.

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

2.1.1 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; or
- (ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

2.1.2 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.2 Submission of Bids

- A. Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.
- C. Due to the nature of the bid solicitation, bids transmitted by Canada Post Corporation's (CPC) Connect service will not be accepted.

2.2.1 Electronic Submissions

- A. Individual e-mails that may include certain scripts, formats, embedded macros and/or links, or those that exceed 5 megabytes may be rejected by Canada's e-mail system and/or firewall(s) without notice to the Bidder or Contracting Authority. Larger bids may be submitted through more than one e-mail. Canada will confirm receipt of documents. It is the Bidder's responsibility to ensure that their entire submission has been received. Bidders should not assume that all documents have been received unless Canada confirms receipt of each document. In order to minimize the potential for technical issues, bidders are requested to allow sufficient time before the closing date and time to confirm receipt. Bid documents submitted after the closing time and date will not be accepted.

2.3 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 10 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is

eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

2.4 Applicable Laws

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

2.5 Improvement of Requirement During Solicitation Period

- A. Should bidders consider that the specifications or Requirement contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least 10 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- A. Canada requests that Bidders provide their bid in separate sections as follows:
- Section I: Technical Bid: 1 soft copy in PDF format by e-mail;
- Section II: Financial Bid: 1 soft copy in PDF format by e-mail;
- Section III: Certifications: 1 soft copy in PDF format by e-mail; and
- Section IV: Additional Information: 1 soft copy in PDF format by e-mail.
- B. If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.
- C. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- D. 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.
- E. Bidders must demonstrate their compliance with the attachment to Part 4 entitled Evaluation Criteria. of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.

3.2 Section I: Technical Bid

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

3.2.1 Substitutes and Alternatives

- A. Bidders may propose substitutes and alternatives where equivalent is indicated in the Annex entitled Requirement.
- B. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance as detailed in the Annex entitled Requirement, will be considered for acceptance where the Bidder:
- (i) Clearly identifies a substitute and/or an alternative;
 - (ii) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
 - (iii) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;

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

3.3 Section II: Financial Bid

- A. Bidders must submit their financial bid in accordance with the attachment to Part 4 entitled Pricing Schedule.

3.3.1 Electronic Payment of Invoices - Bid

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

3.3.2 Exchange Rate Fluctuation

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

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

- A. In Section IV of their bid, bidders should provide:
- (i) A completed, signed, and dated Page 1 of this solicitation, or final amendment, as applicable;
 - (ii) The name of the person(s) and associated contact information (title, mailing address, phone number, and e-mail address) authorized by the Bidder to:
 - (a) Enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
 - (b) Coordinate delivery and follow-up;

- (c) Provide after sales service, maintenance, warranty repairs, and a full range of repair parts for the vehicle/equipment offered.

3.5.1 Delivery Date(s)

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

3.5.1.1 Firm Goods and/or Services

- A. Delivery of the Firm Goods and/or Services is requested on or before 180 from date of contract. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of either a fixed date or a period of time from contract award. Failure to submit a date or time period will be taken as acceptance of delivery within the requested timeframe.

3.5.2 Warranty Period

3.5.2.1 Manufacturer's Standard Warranty Period

- A. Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the equipment and components that exceeds the minimum warranty period of 24 months. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/subassemblies will form part of the proposed contract.

3.5.2.2 Extended Warranty Period

- A. Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the Manufacturer's Standard Warranty Period.
- B. If the Bidder indicates that an extended warranty period is being offered, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any ancillary items.
- C. Any extended warranty period offered will not be included in the financial evaluation.

ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- A. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- B. An evaluation team composed of representatives of Canada and Promaxis will evaluate the bids.
- C. 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 other steps..

4.1.1 Technical Evaluation

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

4.1.2 Financial Evaluation

4.1.2.1 Firm Goods and/or Services

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

4.1.3 Financial Evaluation

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

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

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

ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

See attached document entitled:

“TECHNICAL EVALUATION MATRIX, TRAILER, BEAVERTAIL (2023-01-05)”.

ATTACHMENT 2 TO PART 4 - PRICING SCHEDULE

1. General

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

2. Firm Goods and/or Services

2.1 TRAILER, BEAVERTAIL

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

Item	Delivery Point	Quantity Required (A)	Firm Unit Price (B)	Sub-Total (C = A x B)
001	JTFN Yellowknife JTFN CMTT KAM LAKE 3 Coronation Dr, Bay #1 Yellowknife, NT X1A 0G5	1	\$	\$
Total (D = sum C)				\$

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1 General

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

5.1.1 Certifications - Contract

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

5.2 Certifications Required with the Bid

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

5.2.1 Integrity Provisions - Declaration of Convicted Offences

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

5.3 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

5.3.4 Contact information for Contractor's representative and After Sale Service

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

5.3.5 ISO 9001:2015 Quality Management Systems (Quality Assurance Code Q)

- A. The Bidder certifies that it complies, and will continue to comply throughout the duration of the contract, with all of the requirements of the article in Part 6 entitled ISO 9001:2015 Quality Management Systems (Quality Assurance Code Q).

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

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

6.2 Requirement

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

6.2.1 Technical Changes, Substitutes, and Alternatives

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

- A. 2010A (2022-12-01), 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", "His Majesty" or "the Government", is deleted in its entirety and replaced with the following:
- "Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.
- (ii) Article 09, Warranty, subsections 1 and 2 are deleted in their entirety and replaced with the following:
1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 24 months, whichever comes first, after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

6.3.2 Existing Technical Publications - Translation

- A. The Contractor grants to Canada a non-exclusive, perpetual, irrevocable and royalty-free license to translate and reproduce for government use all or any part of the technical publications supplied with the equipment delivered under the Contract. Copyright in the translation made by Canada or by independent contractors engaged by Canada will belong to Canada.

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

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

6.3.4 Suspension of the work

- A.
 1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 23 or 24 of general conditions 2010A.

2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.

3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

6.4 Term of Contract

6.4.1 Period of the Contract

- A. The period of the Contract is from date of Contract to complete delivery inclusive.

6.4.2 Delivery Dates

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

6.4.3 Comprehensive Land Claims Agreements (CLCAs)

A. The Contract is subject to the following CLCA(s):

- (i) Tlicho Land Claims Agreement (2005)

6.4.4 Delivery Points

- A. Delivery of the requirement must be made to delivery point(s) specified at Annex B of the Contract.
- B. The Contractor must deliver the goods by appointment only. The Contractor is responsible for contacting the Contracting Authority in advance of shipping to obtain the contact information for the delivery point(s). The Contractor or its carrier must arrange delivery appointments by contacting the delivery point(s). The consignee(s) may refuse shipments when prior arrangements have not been made. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.

6.5 Authorities

6.5.1 Contracting Authority

A. The Contracting Authority for the Contract is:

Name: Roxanne Grenier
Title: Materiel Acquisition and Support Specialist
Position: DLP 5-3-1
Address: Department of National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
E-mail: Roxanne.Grenier@forces.gc.ca

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

6.5.2 Technical Authority

A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Position: _____
Address: Department of National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
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 Quality Assurance Authority

A. The Quality Assurance Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

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

- B. Director Quality Assurance (DQA) is the Quality Assurance Authority of the Department of National Defence. DQA is responsible to monitor the Contractor Quality Management System to provide assurance that the Contractor has the ability to fulfill the quality requirements in the Contract.

6.5.4 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.5.5 After Sales Service

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

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

6.6.1.1 Firm Price

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, as specified in Annex B for a cost of \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.
- B. For the firm price portion of the Work only, Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

6.6.2 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):

[List to be updated in the resulting contract]

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

6.7 Invoicing

6.7.1 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must contain or be supported by the applicable documents:
- (i) The serial number(s), or a copy of the New Vehicle Information Statement (NVIS) containing the Vehicle Identification Number(s) (VIN);
 - (ii) A copy of the release document and any other documents as specified in the Contract;
 - (iii) A description of the Work delivered.
- C. Invoices must be distributed as follows:
- (i) The invoice along with any required supporting documentation must be forwarded to the Contracting Authority for certification and payment at:

Email: [email to be detailed in the resulting contract]

- (ii) By submitting a .pdf copy, the Contractor certifies that the .pdf copy of each invoice will be considered as the original invoice. In addition, the Contractor must indicate the contract number and name of the Contracting Authority in its covering e-mail.

6.7.2 Holdback

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

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 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 Supplemental General Conditions: K0031C
 - (iii) The General Conditions 2010A (2022-12-01), General Conditions - Goods (Medium Complexity);
 - (iv) Annex A, Requirement;
 - (v) Annex B, Basis of Payment;
 - (vi) 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.

One of the following options will be inserted in the resulting contract, as applicable:

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

6.12 Foreign Nationals (Canadian Contractor)

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

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

6.12 Foreign Nationals (Foreign Contractor)

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

6.13 Insurance - No Specific Requirement

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

6.14 Inspection and Acceptance

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

6.15 Post-Contract Award Meeting

- A. Within 10 days of the date of Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Contracting Authority to review technical and contractual requirements. The Contractor must prepare and distribute the minutes of the meeting within 5 calendar days after the completion of the meeting. The meeting will be held at the Contractor's facility or via teleconference at Canada's discretion at no additional cost to Canada, with representatives of the Contractor and the Department of National Defence.

6.16 ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)

- A. In the performance of the Work described in the Contract, the Contractor must comply with the requirements of *ISO 9001:2015 - Quality management systems - Requirements*, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.

- B. It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause A.5 and 4.3 of ISO 9001 are acceptable.

6.16.1 Assistance for Government Quality Assurance (GQA)

- A. The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.
- B. The QAR must have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.
- C. When the QAR determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.
- D. The Contractor must notify the QAR of non-conforming product received from a subcontractor when the product has been subject to GQA.
- E. For the design, development or maintenance of software, the Contractor must interpret the requirements of *ISO 9001:2015 "Quality management systems - Requirements"*, according to the guidelines of the latest issue (at contract date) of *ISO/IEC 90003:2014 "Software engineering - Guidelines for the application of ISO 9001:2008 to computer software"*.

One of the following options will be inserted in the resulting contract, as applicable:

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

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

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

Director of Quality Assurance (DQA)
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

- B. Within 48 hours of contract award, the Contractor must contact the QAR. The name, location and phone number of the QAR can be obtained from the nearest National Defence Quality Assurance Region (NDQAR) listed below:

- Atlantic - Halifax 902-427-7150 / RDIMSHFXNDQARHALIFAX@forces.gc.ca
- Atlantic - Enfield 902-427-7224 / rdimshfxndqarenfield@forces.gc.ca
- Atlantic - East Marine 902-427-2354
- Quebec - Lévis 418-564-4728 / RAQDNQcLevisHCWPC@forces.gc.ca
- Quebec - Montreal 514-732-4401 or 514-732-4477 / NDQARMtlsvclient@forces.gc.ca

- Quebec - Quebec City 418-844-5000, ext. 1518 / RAQDNQcQuebec@forces.gc.ca
 - National Capital Region - Ottawa 343-549-3073 / ncr.dqa-rcn.dag@forces.gc.ca
 - Ontario - Toronto 416-633-6200 ext. 5080 / NDQAR.GTA.QAM@forces.gc.ca
 - Ontario - London 226-678-0704 / +NDQAR@forces.gc.ca
 - Manitoba/Saskatchewan - Winnipeg 204-833-2500, ext. 6574 / Joe.Taferner@forces.gc.ca
 - Alberta - 403-410-2320, ext. 3830 / Diane.Tupper@forces.gc.ca
 - British Columbia - Vancouver 604-225-2520, ext. 2461 / CRNDQA.VAN@forces.gc.ca
 - British Columbia - Victoria 250-363-1900 ext. 60236 / ESQQAWCVictoriaQAM@forces.gc.ca
 - British Columbia - Esquimalt 250-363-1900 ext. 60241 / ESQQAWCVictoriaQAM@forces.gc.ca
- C. The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.
- D. The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.
- E. Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

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

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

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

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

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

6.18 Quality Assurance Document

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

One of the following options will be inserted in the resulting contract, as applicable:

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

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

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

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

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

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

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

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

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

6.20 Release Documents - Distribution

- A. The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (i) 1 copy mailed to consignee marked: "Attention: Receipts Officer";
- (ii) 2 copies with shipment (in a waterproof envelope) to the consignee;
- (iii) 1 copy to the Contracting Authority;
- (iv) 1 copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive

Ottawa, Ontario K1A OK2

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

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

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

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

6.21 Material

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

6.22 Interchangeability

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

6.23 Vehicle Safety

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

6.24 Recall Notices

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

6.25 Packaging

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

6.26 Wood packaging materials

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

- (ii) D-13-01 - [Canadian Heat Treated Wood Products Certification Program \(HT Program\)](http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967) (<http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967>).

6.27 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.

6.28 Delivery of Dangerous Goods/Hazardous Products

- A. The Contractor must mark dangerous goods/hazardous products which are classed as dangerous/hazardous as follows:
 - (i) shipping container - in accordance with the [Transportation of Dangerous Goods Act](http://laws-lois.justice.gc.ca/eng/acts/T-19.01/), 1992, c. 34 (<http://laws-lois.justice.gc.ca/eng/acts/T-19.01/>); and
 - (ii) immediate product container - in accordance with the [Hazardous Products Act](http://laws-lois.justice.gc.ca/eng/acts/H-3/), R.S., 1985, c. H-3 (<http://laws-lois.justice.gc.ca/eng/acts/H-3/>).
- B. The Contractor must provide bilingual Safety Data Sheets, indicating the NATO Stock Number as follows:
 - (i) 2 hard copies:
 - (a) 1 copy to be enclosed with the shipment, and
 - (b) 1 copy to be mailed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: DSCO 5-4-2
 - (ii) 1 copy sent in any electronic format to the following address: MSDS-FS@FORCES.GC.CA.
- C. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
- D. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial, and municipal laws and by-laws.
- E. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

6.29 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.

6.30 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.

6.31 Incomplete Assemblies

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

6.32 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.

6.33 Canadian Forces Site Regulations

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

6.34 Marking

- A. The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

6.35 Labelling

- A. The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

6.36 Dispute Resolution Services

- A. The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

ANNEX A - REQUIREMENT

See attached document(s) entitled:

“PURCHASE DESCRIPTION, TRAILER, BEAVERTAIL (2023-01-05)”.

ANNEX B - BASIS OF PAYMENT

1. General

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

2. Firm Goods and/or Services

2.1 TRAILER, BEAVERTAIL

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

Item	Delivery Point	Delivery Date	Quantity Required	Make/Model	Firm Unit Price
001	JTFN Yellowknife JTFN CMTT KAM LAKE 3 Coronation Dr, Bay #1 Yellowknife, NT X1A 0G5 Attn:	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	[\$Cost to be detailed in the resulting contract]

3. Extended Warranty Period

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



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
PURCHASE DESCRIPTION
TRAILER, BEAVERTAIL

1. SCOPE

1.1 **Scope.** This Purchase Description defines the requirements for a beavertail trailer.

1.2 **Instructions**

- (a) Requirements that are identified by the word “**must**”, **must** be treated as mandatory. Deviations will not be permitted.
- (b) Requirements identified with a “will” define actions to be performed by Canada and require no action/obligation on the Contractor’s part.
- (c) Where “**must**” or “will” are not used, the information provided is for guidance only.
- (d) Where a standard is specified and the Contractor has offered an **Equivalent**, that **Equivalent** standard **must** be supplied by the Contractor.
- (e) Where a technical certification is referred to in this Purchase Description, a copy of the certification or **Equivalent must** be supplied, when requested by the **Technical Authority**.
- (f) While the International System of Units (SI) **must** be used as the primary system of measurement to define requirements of this Purchase Description, both the SI system and the standard system for this product may be indicated. Conversion from one system of measurement to the other may not be exact.
- (g) Dimensions stated as nominal **must** be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but that differ from the actual dimensions.

1.3 **Definitions**

- (a) “**Provided**” means “provided and installed”.
- (b) “**Equivalent**” means a standard, means, or component type, which the **Technical Authority** has approved for this requirement as meeting the specified requirements for fit, form, function and performance.
- (c) “**Bilingual**” means both official languages; English and French.
- (d) “**Curb Weight**” (CW) means the weight of the fully equipped trailer. The curb weight includes all attached accessories and equipment. The Curb Weight does not include the Payload.
- (e) “**Payload**” means the maximum cargo load carrying capacity of the trailer. The payload is the calculated difference between the Gross Vehicle Weight Rating and the Curb Weight.

OPI: DSVPM 4 – BPR: DAPVS 4

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- (f) “**Gross Axle Weight Rating**” (GAWR) means the gross axle weight rating, which is the maximum axle load allowed by the manufacturer for this application.
- (g) “**Gross Vehicle Weight Rating**” (GVWR) means the maximum operating weight of the trailer as stated by manufacturer.

2. **APPLICABLE DOCUMENTS**

2.1 **Government Furnished Documents.** NOT APPLICABLE

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

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

3. **REQUIREMENTS**

3.1 **Standard Design**

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

3.2 **Operating Conditions**

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

3.2.2 **Terrain.** The trailer **must** operate on paved roads, gravel roads and dirt roads, in all-weather conditions and with the stated payload, without degradation in performance, reliability and maintainability.

3.3 **Safety Standards**

3.3.1 **Vehicle Safety Regulations.** The trailer **must** meet the provisions of the Canada Motor Vehicle Safety Act (CMVSA).

3.3.2 **Safety Features.** The trailer **must** be provided with the safety features such as warning and instruction plates, non-slip walking surfaces and heat shields where required for operator safety.

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

3.4 **Performance**

3.4.1 **General.** The equipment **must** be a beavertail trailer.

3.4.2 **Payload.** The trailer **must** carry a uniformly distributed load of at least 6,300 kg.

3.4.3 **Towing Speed.** The trailer **must** be towed safely at a continuous speed of at least 110 km/h with the stated payload.

3.5 **Trailer Construction**

3.5.1 **Deck Type.** The trailer **must** be provided with an over-the-wheels deck configuration.

3.5.2 **Beavertail.** The trailer **must** be provided with a beavertail.

3.5.3 **Dimensions**

(a) The trailer **must** have a deck length including beavertail of at least 7,300 mm.

(b) The trailer **must** have a width of at least 2,565 mm.

3.5.4 **Ramps**

(a) The trailer **must** be provided with two manual loading ramps.

(b) The ramps **must** be flush with the main deck when in the travel position.

(c) The ramps **must** be provided with spring assists.

(d) The ramps **must** adjust for width.

(e) The upper surface of the ramps **must** permit loading of smooth tired vehicles.

(f) The ramps **must** be provided with secure travel locks.

3.5.5 **Lunette**

(a) The trailer **must** be provided with a fixed (non-rotating) lunette.

(b) The lunette **must** have a nominal inside diameter of 76 mm in accordance with *SAE J847 Trailer Tow Bar Eye and Pintle Hook/coupler Performance*.

(c) The lunette **must** be removable.

3.5.6 **Ball Coupler**

(a) The trailer **must** be provided with a ball coupler, in addition to the lunette.

(b) The ball coupler **must** be interchangeable with the lunette.

3.5.7 **Landing Gear**

(a) The trailer **must** be provided with landing gear having a positively locked travel position.

(b) The landing gear **must** lift a fully loaded trailer at least 200 mm above horizontal.

(c) The landing gear **must** have a stored ground clearance of at least 450 mm.

3.5.8 **Safety Chains**

(a) The trailer **must** be provided with two (2) safety chains with snap hooks.

- (b) The safety chains **must** be built in accordance with *SAE J697 Safety Chain of Full Trailers or Converted Dollies*.

3.5.9 **D-rings and Tie-downs**

- (a) The trailer deck **must** be provided with at least eight (8) deck mounted D-rings.
- (b) The D-rings **must** be positioned along both sides of the deck.
- (c) The D-rings **must** be mounted flush with the trailer deck.
- (d) The D-rings **must** not interfere with loading operations when not in use.
- (e) The trailer **must** be provided with at least eight (8) frame mounted tie downs.

3.5.10 **Trailer Decking**. The trailer deck **must** be provided with a dimensionally stable hardwood deck surface, such as ship-lapped keruing or ***Equivalent***.

3.5.11 **Stowage Box**

- (a) A stowage box **must** be provided.
- (b) The stowage box **must** be mounted forward of the trailer deck.
- (c) The stowage box **must** have an internal volume of at least 0.1 cubic meters.
- (d) The stowage box **must** have a hinged and sealed cover.
- (e) The stowage box **must** be lockable.
- (f) The hinges and hasp **must** be stainless steel.
- (g) The stowage box **must** be self-draining, with a means of preventing water from entering through the drain opening.

3.5.12 **Tools**

- (a) The trailer **must** be supplied with a lug wrench to remove wheel nuts.
- (b) The lug wrench **must** be stored in the trailer stowage box.

3.5.13 **Axles**. The trailer axles **must** have a capacity of at least the maximum payload plus the trailer weight.

3.5.14 **Wheels and Tires**

- (a) The trailer **must** be provided with wheels and tires certified by the manufacturer to be suitably sized and rated for the application and load.
- (b) The trailer **must** be provided with aluminum wheels.
- (c) The trailer **must** be provided with written tire pressures at each wheel station.
- (d) The trailer **must** be provided with a hub-odometer reading in kilometres.
- (e) The tires installed at delivery **must** not be older than 24 months.

3.5.15 **Spare Wheel Assembly with Storage**

- (a) The trailer **must** be provided with a spare wheel assembly.
- (b) The trailer **must** be provided with a dedicated storage location for the spare wheel assembly.
- (c) The spare wheel assembly **must** not be mounted on the trailer deck.

3.5.16 **Brake System**

- (a) The trailer **must** be provided with electric brakes.

- (b) The brakes **must** be connected to power from the towing vehicle through the trailer receptacle.
- (c) The brake system **must** be provided with breakaway safety system equipped with a coiled breakaway cable.

3.5.17 **Electrical System**

- (a) The trailer **must** be provided with a 12-volt negative ground electrical system.
- (b) The electrical system **must** provide all power and control for the trailer lighting and brakes while the trailer is connected to the prime mover.
- (c) The trailer receptacle **must** be the 7-way RV blade type.
- (d) Wiring **must** be protected by grommets when passing through metal.
- (e) The harnesses **must** be sealed harnesses and all connections treated with dielectric grease.
- (f) All electrical components **must** be accessible for servicing.

3.5.18 **Lighting**

- (a) The trailer **must** be provided with a lighting system conforming to CMVSA requirements.
- (b) The trailer **must** be provided with LED body lighting.
- (c) Lights and reflectors **must** be recessed or otherwise protected from damage.

3.5.19 **Mud Flaps**. The trailer **must** be provided with mud flaps located behind the rear axle.

3.5.20 **License Plate Holder**. The trailer **must** be provided with an illuminated license plate holder located at the rear of the trailer.

3.5.21 **Conspicuity Tape**. The trailer **must** be provided with conspicuity tape conforming to CMVSA requirements.

3.5.22 **Document Holder**. The trailer **must** be provided with a weatherproof document holder.

3.5.23 **Compliance Label**

- (a) The trailer **must** be provided with compliance labels in accordance with the CMVSA.
- (b) The maximum payload capacity **must** be permanently and clearly marked in a location near the compliance labels.

3.6 **Finish and Corrosion Protection**

3.6.1 **Finish**

- (a) The trailer frame **must** be provided with a galvanized finish.
- (b) All other brackets and hardware **must** be provided with a non-oxidizing finish, such as galvanization, stainless steel or **equivalent**.

3.6.2 **Galvanic Corrosion**. The trailer **must** be protected against galvanic corrosion where dissimilar metals are used.

3.7 **Warning and Instruction Plates/Labels**

- (a) The warning and instruction plates/labels **must** be within easy view of the user and in accordance with standard commercial practice.
- (b) The warning and instruction plates/labels **must**, by design, withstand degradation in the environment in which they are installed, for the projected life of the trailer.
- (c) The warning and instruction plates/labels **must** be international symbols and/or bilingual (English and French) markings.

3.8 **Lubrication points and fittings**

- (a) Lubrication fittings **must** conform to SAE J534 or an **equivalent** North American Standard.
- (b) Lubrication points **must** be easily accessible.

3.9 **Trailer System Delivery Condition**

- (a) The trailer **must** be delivered to destination in a fully operational condition (serviced and adjusted).
- (b) If the trailer requires assembly at destination, the contractor **must** be responsible for all personnel and equipment to perform assembly.
- (c) The trailer **must** be cleaned before leaving the contractor location.

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

4.1 **General Requirements**

- (a) Sample ILS documents **must** be submitted to the **Technical Authority** prior to the delivery of the trailer, for approval. Sample ILS documents will not be returned.
- (b) **Technical Authority** approval, request for additional documentation or request for amendments will be supplied within 15 working days of receipt.
- (c) The Contractor **must** supply the additional documentation or implement the changes as requested by the **Technical Authority**.

(d) **Digital Documents**

- i All digital copies **must** be supplied in searchable PDF format unless stated otherwise.
 - ii Digital copies **must** be functional without the requirement for a password, an auto-run installation procedure or an Internet connection.
 - iii Digital copies of manuals **must** be supplied to the TA by email or e-transfer and with the trailer on a CD or DVD (**USB sticks will not be accepted**).
 - iv Digital copies of other ILS documents **must** be provided by email to the TA.
 - v CD/DVD **must** be permanently and legibly marked with the equipment description and a list of contents.
- (e) **Paper Documents**. All paper copies of ILS documents delivered **must** have the same content as the digital copy approved by the **Technical Authority**.

- 4.1.1 **ILS Deliverables**. The following table indicates the ILS elements that the Contractor **must** deliver, including the medium (paper or digital), the expected means of delivery and the reference paragraph.

Element	Format/ Medium	Delivered to TA by E-mail for approval	Delivered to TA by mail/courier or e-transfer for approval	Supplied with each Trailer	Remarks	Reference Paragraph
Photograph and Line Drawing Package	Digital	X 30 days before delivery of equipment	-	-	JPEG	4.2.1
Load Analysis Drawing	Digital	X 30 days before delivery of equipment	-	-	PDF	4.2.2
Data Summary	Digital	X 30 days before delivery of equipment	-	-	Microsoft Word	4.2.3
Warranty Letter	Digital	X 30 days before delivery of equipment	-	-	PDF	4.2.4
	Paper	-	-	X	-	
Safety Data Sheets Package	Digital	X 30 days before delivery of equipment	-	-	PDF	4.2.5
	Paper	-	-	X	-	
Set of Manuals	Digital	-	X 30 days before delivery of equipment	X	PDF - on CD/DVD with equipment*	4.2.6
	Paper	-	-	X	-	

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

4.2 **ILS Elements Description**

4.2.1 **Photograph and Line Drawing Package**

- (a) DND requires photographs and line drawings for documentation and cataloguing purposes. The Photograph and Line Drawing Package **must** include:
 - i Two (2) digital colour photographs, one (1) left-front three-quarter view, and one (1) right-rear three-quarter view of each configuration/model; and

- ii One (1) front-view and one (1) side-view line drawing showing dimensions of the trailer. Brochure line drawings are acceptable.
- (b) Photographs **must** have a plain background and be in a JPEG (Joint Photographic Experts Group) format with a resolution of at least eight (8) Mega pixels.

4.2.2 **Load Analysis Drawing**

- (a) The Contractor **must** provide a load analysis drawing showing principle trailer dimensions for the analysis and the axle and lunette loads when subjected to the payload.
- (b) The load analysis drawing **must** be in PDF format.

4.2.3 **Data Summary**

- (a) The **Technical Authority** will supply a bilingual Data Summary Template (in Microsoft Word format) to the Contractor.
- (b) The data summary **must**:
 - i Use the **Technical Authority** provided bilingual template;
 - ii Be a separate document for each configuration/model; and
 - iii Be delivered in Microsoft Word format.

4.2.4 **Warranty Letter**

- (a) The **Technical Authority** will supply a bilingual Warranty Letter Template (in PDF format) to the Contractor.
- (b) The Warranty Letter **must**:
 - i Use the **Technical Authority** provided bilingual template;
 - ii Contain a complete description of the warranty requested with the warranty terms and conditions;
 - iii Contain the complete warranty details on any system or sub system warranty that exceeds the minimum requested; and
 - iv Contain the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada.

4.2.5 **Safety Data Sheets Package**

- (a) The Safety Data Sheets Package **must** include:
 - i A bilingual (or a separate French and an English) list of all hazardous materials used on the trailer and its accessories; and
 - ii A complete bilingual set (or a set in French and a set in English), off all the safety data sheets for all hazardous materials in the list.
- (b) If there are no hazardous materials used, this **must** be stated on the list.

4.2.6 **Set of Manuals**

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



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TECHNICAL EVALUATION MATRIX
TRAILER, BEAVERTAIL

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

Where the specification paragraphs below indicate “**Substantial Information**”, the “**Substantial Information**” describing completely and in detail how the requirement is met or addressed **must** be supplied for each performance requirement/specification.

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

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

BIDDER INFORMATION

Bidder Name: _____

Address: _____

Proposal Date: _____

Substitutes/Alternatives

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

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

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<u>TRAILER, BEAVERTAIL</u>				
PD Reference	Requirement	Substantial Information required	Value	Location of Substantial Information in Bid Proposal
3.4.1	<u>General.</u> The equipment must be a beavertail trailer.	A system drawing or brochure showing the trailer must be provided.	Make:	
			Model:	
3.4.2	<u>Payload.</u> The trailer must carry a uniformly distributed load of at least 6,300 kg.	A detailed load analysis and dimensional drawing must be provided showing all components of the trailer including Curb Weight, rated payload, GVWR and GAWR of axle groups.		
3.5.3	<u>Dimensions.</u> (a) The trailer must have a deck length including beavertail of at least 7,300 mm. (b) The trailer must have a width of at least 2,565 mm.	A drawing showing the trailer with dimensions must be provided. Dimensions demonstrating compliance to item 3.6.3 must be provided as a minimum.		

DEFINITION

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

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