



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 :
Brian James

Title - Sujet BOAT TRAILER FOR ZODIAC HURRICANE MK5	
Solicitation No. N° de l'invitation W8476-246774/A	Date of Solicitation Date de l'invitation 05 September 2023
Address enquiries to: - Adresser toute demande de renseignements à : Brian James	
E-Mail Address - Courriel brian.james3@forces.gc.ca	
Destination See herein - Voir aux présentes	

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

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

Delivery required OR 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 : 05 October 2023 Time Zone - Fuseau Horaire : Eastern Daylight Time (EDT) Heure avancée de l'Est (HAE)

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PART 1 - GENERAL INFORMATION

1.1 Requirement

- A. The Department of National Defence (DND) has a requirement to procure six (6) Boat Trailer for Zodiac Hurricane MK5 for delivery to 2 x Ottawa, ON, 1 x Winnipeg, MB, 3 x Valcartier, QC. The requested delivery date is 120 days from 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.

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 and replaced with the following:
 - 07 Delayed bids
 - 1. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- (vii) Section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, is deleted in its entirety.
- (viii) Section 20, Further information, subsection 2, is deleted in its entirety.

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

C. 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; and
 - (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 120 days from contract award. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of either a fixed date or a period of time from contract award. Failure to submit a date or time period will be taken as acceptance of delivery within the requested timeframe.

3.5.2 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 12 months or 2,000 hours of usage, whichever comes first. 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 contractors will evaluate the bids.

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.

4.2 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 BOAT TRAILER FOR ZODIAC HURRICANE MK5” dated: 25 August 2023.

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 Boat Trailer for Zodiac Hurricane MK5

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

Item	Delivery Point	Quantity Required (A)	Firm Unit Price (B)	Sub-Total (C = A x B)
001	CFSU Ottawa - Major Equipment Bldg 346 360 Canadair Private Uplands, Ottawa, ON K1V 2E5	2	\$	\$
002	17 Wing Winnipeg Major Equipment Section Building 129 Logistics Building, Door 13 Winnipeg MB R3J 3Y5	1	\$	\$
003	BFC USS Valcartier Section d'équipement majeur BAT 188 (PON COMB) Garnison Valcartier Courcellette QC G0A 4Z0	3	\$	\$
Total (D = sum C)				\$

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1 General

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

5.1.2 Certifications - Contract

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

5.2 Certifications Required with the Bid

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

5.2.1 Integrity Provisions - Declaration of Convicted Offences

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

5.3 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 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

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

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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

6.2 Requirement

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

6.2.1 Technical Changes, Substitutes, and Alternatives

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

- A. 2010A (2022-12-01), 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 12 months, or 2000 hours of usage, whichever comes first, after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

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

All other provisions of the warranty section remain in effect.

6.3.2 Existing Technical Publications – Translation

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

6.3.3 Suspension of the work

- A.
 1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 23 or 24 of general conditions 2010A.
 2. When an order is made under subsection 1, unless the Contracting Authority terminates the Contract by reason of default by the Contractor or the Contractor abandons the Contract, the Contractor will be entitled to be paid its additional costs incurred as a result of the suspension plus a fair and reasonable profit.
 3. When an order made under subsection 1 is cancelled, the Contractor must resume work in accordance with the Contract as soon as practicable. If the suspension has affected the Contractor's ability to meet any delivery date under the Contract, the date for performing the part of the Work affected by the suspension will be extended for a period equal to the period of suspension plus a period, if any, that in the opinion of the Contracting Authority, following consultation with the Contractor, is necessary for the Contractor to resume the Work. Any equitable adjustments will be made as necessary to any affected conditions of the Contract.

6.4 Term of Contract

6.4.1 Delivery Dates

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

6.4.2 Delivery Points

- A. Delivery of the requirement must be made to delivery point(s) specified at Annex B of the Contract.
- B. The Contractor must deliver the goods by appointment only. The Contractor is responsible for contacting the 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). 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: Brian James
Title: Materiel Acquisition and Support Officer
Position: DLP 5-3-4-1
Address: Department of National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Telephone: 819-939-3299
E-mail: brian.james3@forces.gc.ca

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

6.5.2 Technical Authority

A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

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

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

6.5.3 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.5.4 After Sales Service

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

[Contact information to be detailed in the resulting contract]
Item 001 – Ottawa, ON

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

- B. 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]
Item 002 – Winnipeg, MB

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

- C. 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]
Item 003 – Valcartier, QC

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

6.6.1.1 Firm Unit Price(s)

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B for a cost of \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.

6.6.2 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) Original copies of the invoices, receipts, vouchers for all direct expenses;
 - (iv) A description of the Work delivered; and
 - (v) A breakdown of the cost elements.
- C. Invoices must be distributed as follows:
- (i) The invoice along with any required supporting documentation must be forwarded to the Contracting Authority for certification and payment at:

Email: [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 General Conditions 2010A (2022-12-01), General Conditions - Goods (Medium Complexity);
 - (iii) Annex A, Requirement;
 - (iv) Annex B, Basis of Payment;
 - (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.

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 Quality Management Systems - Requirements (Quality Assurance Code C)

- A. The Contractor is responsible for implementing a quality system appropriate to the scope of the work to be performed. It is recommended that the quality system be based on *ISO 9001:2015 "Quality management systems - Requirements."*
- B. The Contractor is responsible for performing or having performed all inspections and tests necessary to substantiate that the materiel or services provided conform to the drawings, specifications and the requirements of the contract. The Contractor must keep accurate and complete inspection records which must, upon request, be made available to the authorized Department of National Defence (DND) representative, who may make copies and take extracts during the performance of the Contract and for a period of 1 year after the completion of the Contract.
- C. Despite the above, all materiel is subject to verification and acceptance by DND at destination. The authorized DND representative at destination may either be the consignee(s), the Technical Authority, or the Quality Assurance Authority.

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 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.

6.24 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.

6.25 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.

6.26 Incomplete Assemblies

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

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.

6.29 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.

6.30 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.

6.31 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 FOR BOAT TRAILER FOR ZODIAC HURRICANE MK5”. Dated: 25 August 2023

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 Boat Trailer for Zodiac Hurricane MK5

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

Item	Delivery Point	Delivery Date	Quantity Required	Make/Model	Firm Unit Price
001	CFSU Ottawa - Major Equipment Bldg 346 360 Canadair Private Uplands, Ottawa, ON K1V 2E5	[Date to be detailed in the resulting contract]	2	To be added in the resulting contract	[\$Cost to be detailed in the resulting contract]
002	17 Wing Winnipeg Major Equipment Section Building 129 Logistics Building, Door 13 Winnipeg MB R3J 3Y5	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	[\$Cost to be detailed in the resulting contract]
003	BFC USS Valcartier Section d'équipement majeur BAT 188 (PON COMB) Garnison Valcartier Courcellette QC G0A 4Z0	[Date to be detailed in the resulting contract]	3	To be added in the resulting contract	[\$Cost to be detailed in the resulting contract]

3.5 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.



Annex A
W8476-246774
25 August 2023

NOTICE



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

AVIS

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

PURCHASE DESCRIPTION
FOR
BOAT TRAILER FOR ZODIAC MK5

OPI: DSVPM 4 – BPR: DAPVS 4

Issued on Authority of the Chief of the Defence Staff

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

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Canada



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1.0 SCOPE

1.1 Purpose

This document describes the requirements for boat trailer for Zodiac MK5, for transporting a distinct inflatable boat. This includes design, development, and fabrication.

1.2 Instructions

1.2.1 Requirements, which are identified by the word “**must**”, are mandatory. Deviations will not be permitted.

1.2.2 Requirements identified by “**must**” or “**equivalent**” are mandatory. The Technical Authority will consider substitutes/alternatives for acceptance as a Technical Authority approved **equivalent**.

1.2.3 Requirements identified with a “will” define actions to be performed by Canada and require no action/obligation on the Contractor’s part.

1.2.4 Where “**must**”, “**must**” or “**equivalent**”, or “will” are not used, the information provided is for guidance only.

1.2.5 Where a standard is specified and the Contractor has offered an **equivalent**, that **equivalent** standard **must** be supplied by the Contractor, at no cost to Canada, when requested by the Technical Authority.

1.2.6 Where a technical certification is referred to in this Purchase Description, a copy of the certification or an acceptable proof of compliance **must** be provided for the trailer when requested by the Technical Authority up until the date of the expiration of the warranty period.

1.2.7 While the metric system is used as the primary system of measurement to define requirements in this Purchase Description, both the metric system and the Imperial system of measurements may be indicated. Conversions from (one system of measurement to the other may not be exact; and

1.2.8 Dimensions stated as nominal are treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

1.3 Definitions

1.3.1 “**Technical Authority**” means the official responsible for the technical content of this Purchase Description.

1.3.2 “**Trailer**” means the “boat trailer for Zodiac MK5” which this purchase description is written.



- 1.3.3 “**Provided**” means “provided and installed”.
- 1.3.4 “**Equivalent**” means a standard, means, or component type, which the Technical Authority has approved for this requirement as meeting the specified requirements for fit.
- 1.3.5 “**Commercially Equipped**” means that the trailer is provided in its standard commercial configuration with no additional government-specific requirements.
- 1.3.6 “**Road Legal**” means the trailer can be legally operated on all Canadian highways and secondary roads, without restrictions or special permits.
- 1.3.7 “**Curb Weight**” means the weight of the fully equipped trailer. The curb weight includes trailer, all attached accessories, equipment, and lubricant. The Curb Weight does not include the Payload.
- 1.3.8 “**Payload**” means the maximum cargo load carrying capacity of the trailer. The payload is the calculated difference between the Curb Weight and the Gross Vehicle Weight Rating.
- 1.3.9 “**Gross Vehicle Weight**” (GVW) means the sum of the Curb Weight and the Payload. The GVW cannot exceed the Gross Vehicle Weight Rating (GVWR).
- 1.3.10 “**Gross Vehicle Weight Rating**” (GVWR) means the maximum operating weight of the trailer as stated by the manufacturer.
- 1.3.11 “**Gross Combined Weight Rating**” (GCWR) means the maximum allowable weight of the loaded trailer as specified by the manufacturer.
- 1.3.12 “**Beam**” means the maximum outer width of the boat used on the trailer.



2.0 APPLICABLE DOCUMENTS

2.1 Reference Documents

2.1.1 The following documents form part of this Purchase Description. Canada will not be supplying any reference documents. Sources are as shown:

- a. Canadian Motor Vehicle Safety Standards (CMVSS)
Transport Canada,
Road Vehicle and Motor Vehicle Regulation,
330 Sparks Street,
Ottawa, Ontario K1A 0N5
<https://www.tc.gc.ca/eng/acts-regulations/regulations-crc-c1038.htm>
- b. Hazardous Products Act
Government of Canada / Department of Justice
<http://laws-lois.justice.gc.ca/eng/acts/H-3/>
- c. International Organization for Standardization (ISO)
ISO Central Secretariat1, ch. de la Voie-Creuse
CP 56, CH-1211 Geneva 20
Switzerland
<http://www.iso.org/iso/home.htm>
- d. SAE Standards
SAE World Headquarters
400 Commonwealth Dr.,
Warrendale, PA, 15096-0001
<http://www.sae.org>



3.0 REQUIREMENTS

3.1 Standard Design

3.1.1 The trailer **must** be the latest model from a manufacturer who has demonstrated acceptability by selling, in North America, this type and size class of trailer for at least three (3) years.

3.1.2 The trailer **must** include all components, equipment and accessories normally supplied for this application, although they may not specifically be described in this Purchase Description.

3.1.3 The trailer **must** have engineering certification available, upon request, for this application from the original manufacturers of major equipment, systems and assemblies.

3.1.4 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.

3.1.5 The trailer and accessories **must** operate in accordance with all original equipment manufacturers' (OEM) rated capacities and performance specifications.

3.1.6 The trailer **must** be a commercially available trailer model that is actively in production, available in the manufacturer's catalogue and configured to meet the requirements listed in this Purchase Description.

3.1.7 The trailer **must** be based on the "Highliner CL23-19" industry model or **equivalent**.

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 highways, secondary roads, gravel and dirt roads in year-round operations on snow, mud, sand, ice, and submersed in salt water.

3.3 Safety Standards

3.3.1 **Vehicle Safety Regulations:** The trailer **must** meet the provisions of the Canada Motor Vehicle Safety Act in effect on the date of manufacture of the trailer.

3.3.2 **Hazardous Materials:** The trailer **must** comply with the Hazardous Products Act of Canada concerning the use of hazardous materials, ozone-depleting substances,



polychlorinated biphenyls, asbestos and heavy metals used in the manufacture and assembly.

3.4 **Speed**

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

3.5 **Towing Ability**

3.5.1 The trailer **must** follow the towing vehicle without weaving or side sway.

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

3.6 **Hull Compatibility**

3.6.1 The trailers **must** be compatible with Zodiac MK5 keel profiles as shown in Appendix 1.

3.7 **Overall Construction**

3.7.1 The trailer frame **must** be constructed from galvanized steel or aluminium.

3.7.2 The trailer **must** feature a welded uniframe construction.

3.7.3 All fasteners **must** be hot dipped galvanized.

3.7.4 The trailer **must** allow for all water to drain while in its typical use position, after being submerged.

3.8 **Jack**

3.8.1 The trailer **must** feature a wheeled swivel jack.

3.8.2 The jack **must** be rated for a minimum load of 453.6 kg (1000 lb).

3.8.3 The jack **must** feature a handle-equipped swivel-mount mechanism, for ease of efficient stowing during towing.

3.8.4 The jack **must** be bolted to the tongue's frame.

3.8.5 The jack **must** feature a corrosion-resistant finish.

3.9 **Hitch**

3.9.1 The trailer **must** be provided with a 7.6 cm (3 inch) inner diameter lunette ring suitable for the GVWR.



3.9.2 The trailer hitch **must** feature a channel with incremental adjustments in height, with at least five (5) positions.

3.9.3 The trailer hitch **must** feature a black powder coat finish to minimize corrosion.

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

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

3.10 **Wiring**

3.10.1 The trailer wiring **must** be securely attached to the frame at intervals of 30.5 cm (12 inch) or less, to minimize loose cables.

3.10.2 All trailer wiring connections **must** be heat shrunk and loomed where exposed.

3.10.3 All trailer wiring **must** feature an additional protective sleeve.

3.10.4 The trailer **must** have secure EPDM grommets installed on all holes where trailer wiring enters or exits through the frame.

3.11 **12 Volt Electrical System**

3.11.1 The trailer **must** be provided with a negative ground electrical system.

3.11.2 The trailer **must** be provided with a 12 volt electrical system.

3.11.3 The trailer's harness **must** be provided with a 7-prong, primary cable connector, in accordance with SAE J560.

3.12 **Harness Connector Plug**

3.12.1 The trailer **must** be equipped with a harness connector plug for protecting and securing the trailer's wire harness connector for periods of disconnected storage.

3.12.2 The harness connector plug **must** be a "Connect-to-Protect" by Hanington Innovations or **equivalent**.

3.12.3 The harness connector plug **must** be mounted on the trailer tongue at a location which prevents the electrical connection from making contact with the ground when used.

3.13 **12 Volt Lighting**

3.13.1 The trailer **must** feature external 12 volt lights and reflectors in accordance with CMVSS.



3.13.2 All lighting assemblies **must** be LED.

3.13.3 All lighting assemblies **must** be waterproof.

3.13.4 The rear lights **must** not be obstructed by the supported boat.

3.14 **Light Guards**

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

3.15 **License Plate Holder**

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

3.15.2 The license plate holder **must** be composed of aluminium or steel.

3.15.3 The license plate holder **must** be water submersible and corrosion-resistant.

3.16 **Brake System**

3.16.1 The trailer **must** be provided with an electric brake system powered from the towing vehicle through the 7-pin trailer harness.

3.16.2 The brake system **must** operate with all towing vehicles compliant to CMVSS.

3.16.3 The brake system **must** feature zinc-plated integral hub and rotors, with zinc-plated mounting brackets.

3.16.4 If the brake lines require clamps with tapping screws to be routed along the galvanized frame, then the screw and the clamp **must** be corrosion-resistant.

3.16.5 If the brake lines require clamps with tapping screws to be routed along the galvanized frame, then the tapping hole in the frame **must** be covered.

3.16.6 The brake components **must** be water submersible and corrosion resistant, on all axles.

3.17 **Breakaway Brake System**

3.17.1 Any trailer equipped with electric brakes **must** incorporate a breakaway system to safely stop the trailer by activating the electric brakes should the trailer disconnects from towing vehicle.

3.17.2 The breakaway system **must** feature a coiled breakaway cable.

3.17.3 The breakaway system **must** feature a breakaway switch directly mounted to the trailer's A-frame.



3.17.4 The breakaway system **must** include a securely mounted, backup 12V battery system with robust electrical contacts.

3.17.5 The breakaway system electronics (including the actuator and backup battery) **must** be raised at least 30.5 cm (12 inch) above the top of the trailer frame, to avoid submersion during operation

3.17.6 The breakaway brake components **must** be water submersible and corrosion resistant, on all axles.

3.18 **Axle(s)**

3.18.1 Trailer axle(s) **must** have a capacity of no less than the GVWR.

3.18.2 The suspension **must** have a capacity of no less than the GVWR.

3.18.3 The suspension **must** be a leaf spring design.

3.19 **Wheels, Rims and Tires**

3.19.1 Tire pressure **must** be marked near the tire location.

3.19.2 The tires **must** be tubeless tires with all-weather treads.

3.19.3 The rims **must** be single-piece galvanized steel rims.

3.19.4 All wheel ends **must** be provided with stainless steel Bearing Buddy® wheel bearing protectors or **equivalent**.

3.19.5 The trailer **must** be provided with a spare wheel assembly that is identical to the wheels provided on the trailer.

3.19.6 The spare wheel assembly **must** be mounted on a bracket mechanically attached to the trailer, on the passenger side, as forward as possible, to not interfere with winch operations.

3.19.7 The Contractor **must** obtain approval of the spare tire mounting location from the Technical Authority.

3.20 **Payload**

3.20.1 The trailer **must** load, transport, store and unload the payload, the boats described in Appendix 1.

3.20.1 The trailer payload capacity **must** not be less than 862 kg (1900 lb).

3.21 **Bunks**



3.21.1 The trailer **must** be provided with a system of bunks to guide the boat when mounted or removed from the trailer and to support the boat while it is being stored or transported.

3.21.2 The bunks **must** be covered with a carpeted surface, resistant to salt water and UV.

3.21.3 The bunks **must** be configured and manufactured to ensure they do not mar the hull of the boat.

3.21.4 The bunks **must** allow for adjustment along the length of the trailer's frame, with increments of maximum 15.2 cm (6 inch).

3.21.5 The hull-supporting bunks **must** allow for support along the entire length of the local hull segments.

3.21.6 The bunks **must** allow for adjustment in height.

3.21.7 The bunks **must** allow for adjustment in the lateral direction.

3.21.8 Trailers featuring inner support bunks **must** provide primary support at the transom (where the engine is mounted) with secondary support at the outer tubes.

3.21.9 Bunks **must** support the hull without contacting the hull's strakes, where strakes are specified in Appendix 1.

3.21.10 Bunks **must** fully support the payload under dynamic loading conditions found in normal transportation, including off-road travel.

3.21.11 The trailer **must** have the bunk configuration as identified below:

Hull Support Bunks	Inner Support Bunks	Bunk Layout
Inward-facing bunks at outside of tubes, located above fenders	Two bunks supporting transom sides descend inward, meeting at lowest point of fabric keel	See Appendix 2

3.22 Bunk Dimensions

3.22.1 The hull support bunks for the Zodiac MK5 trailer **must** support the tubes according to the following geometries (with labelled sketches in Appendix 2):

Length from Bow Eye to Tube Stern Cone	Minimum Length, Tube Support Bunks	Lateral Distance between Tube Centres	Height of Bow Eye above Tube Bottom
L_h	L_b	D_h	h_b



585.0 cm (230.3 in)	442.0 cm (174 in)	186.0 cm (73.2 in)	39.6 cm (15.6 in)
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3.22.2 The inner support bunks for the Zodiac MK5 trailer **must** be provided according to the following geometries (with labelled sketches in Appendix 2):

Length from Bow Eye to Transom	Lateral Distance Between Transom Support Centres	Height of Bow Eye above Transom Bottom	Length from Bow Eye to Keel Bottom	Height of Bow Eye above Keel Bottom
L_t	D_t	h_t	L_k	h_k
465.4 cm (183.2 in)	60.0 cm (23.6 in)	35.8 cm (14.1 in)	178.0 cm (70.1 in)	58.3 cm (23.0 in)

3.23 Guide Posts

3.23.1 The trailers **must** be provided with pair of vertical guide posts at the rear.

3.23.2 The guide posts **must** be removable from the trailer frame.

3.23.3 The guide posts **must** be adjustable in the lateral direction.

3.23.4 The guide posts **must** be a height of 152.4 cm (60 inch) from the trailer mounting.

3.23.5 The guide posts **must** be initially adjusted to provide a centred inner clearance of 15.2 cm (6 inch) to the boat's beam (found in Appendix 1).

3.23.6 The guide posts (and all associated hardware) **must** be corrosion-resistant.

3.24 Fenders

3.24.1 The trailer **must** feature full-length fenders above the wheels.

3.24.2 The fenders **must** feature a front step.

3.24.3 The fenders **must** withstand a 150 kg (330.7 lbs) load, applied on a 30 cm x 15 cm (12 in x 6 in) area anywhere on an upper surface of the fender, without noticeable deformation of either the fender or the fender supports, to support repeated personnel loading.

3.24.4 The fenders **must** be enclosed on the boat-facing internal side, in order to prevent rocks and debris from contacting the hull.

3.24.5 The fenders **must** be constructed from a UV-resistant material.

3.24.6 The fenders **must** be corrosion-resistant.



3.25 **Securing Points**

- 3.25.1 The trailer **must** feature two (2) tie-down securing points at the stern.
- 3.25.2 The trailer **must** feature a securing point directly below the winch stand to provide additional securing below the boat's bow eye.
- 3.25.3 All securing points **must** feature D-rings.
- 3.25.4 All securing points **must** be compatible with wire hooks of 5.1 cm (2 inch) width.
- 3.25.5 All securing points and adjacent structures **must** support a tensile load of 2722.6 kg (6002.3 lb) without noticeable deformation.
- 3.25.6 Each securing point **must** also feature an adjacent frame-mounted retractable ratcheting tie-down strap mechanism of *CargoBuckle* model G3 F18800 or **equivalent**.

3.26 **Slip and Fall Prevention**

- 3.26.1 All top surfaces of the trailer's frame between the hitch and the winch **must** be covered with a non-skid finish to allow for safe traversal atop the frame.
- 3.26.2 The fenders **must** feature non-skid surfaces along the tops and on the steps of the fenders..

3.27 **Bow Stop**

- 3.27.1 A V-shaped bow stop **must** be provided with the trailer to provide a soft, centring support at the bow.
- 3.27.2 The bow stop **must** be located before the winch.
- 3.27.3 The bow stop **must** be adjustable along the frame and in the vertical direction.
- 3.27.4 The bow stop **must** feature an obtuse angle of 135 degrees.
- 3.27.5 The bow stop **must** feature an overall outer width of 609.6 mm (24 inch).
- 3.27.6 The bow stop **must** feature a contact surface composed of carpeted wood.

3.28 **Boat Winch System**

- 3.28.1 A boat retrieval winch system **must** be provided with the trailer.
- 3.28.2 The winch **must** be rated with a minimum capacity of 816.5 kg (1800 lb).



3.28.3 The winch system **must** be located at the front of the trailer frame, behind the tongue.

3.28.4 The winch system **must** allow for independent adjustment along the length of the trailer's frame.

3.28.5 The winch system **must** allow for independent adjustment in the vertical direction.

3.28.6 The strap for the winch system **must** have a loop hook with a spring closure.

3.28.7 The winch system **must** have a secondary safety chain (or turnbuckle) equipped with a snap hook to further secure the boat at the bow eye.

3.28.8 The winch system **must** be comprised of corrosion-resistant materials.

3.29 **Lubricants**

3.29.1 The trailer **must** be provided with and be serviceable with non-proprietary lubricants.

3.29.2 Lubrication fittings **must** conform to SAE J534.

3.30 **Identification**

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

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

3.31 **Labels**

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



4.0 INTEGRATED LOGISTICS SUPPORT

4.1 Documentation and Support Items

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

a. Operator's Manuals

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

b. Data Summary

- (i) A bilingual data summary with data and photographs **must** be provided for the trailer ordered from a Bidder in the Technical Authority provided format;

c. Warranty Letter

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

d. Material Safety Data Sheets



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



Appendix 1

Annex A:

W8476-246774

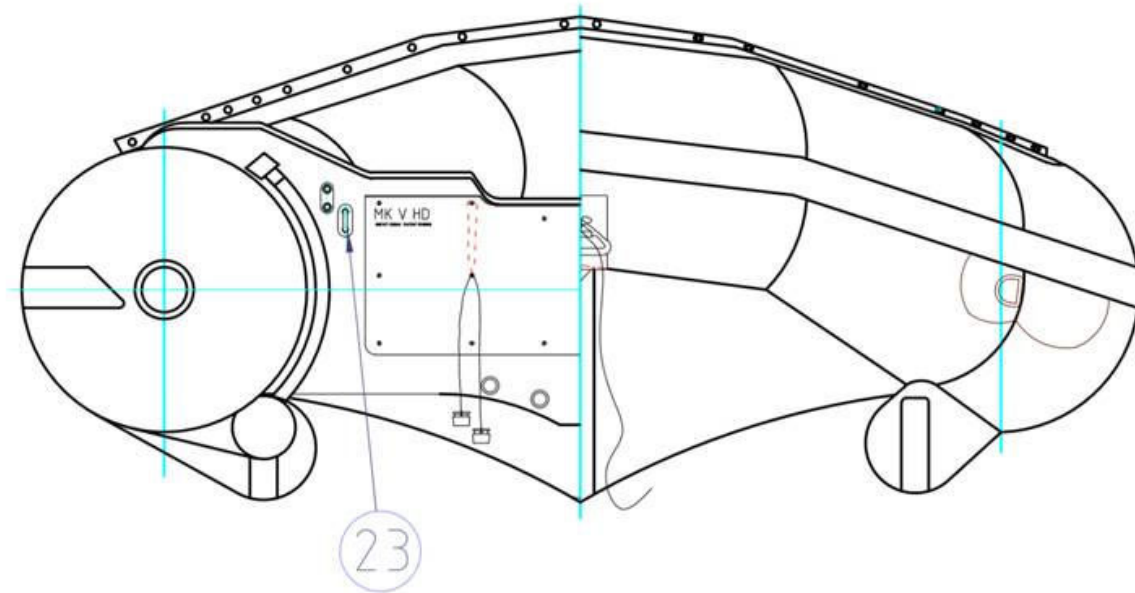
25 August 2023

Dimensional profile of boat

Hull: MK5

Beam: 2500 mm (98.42 in)

Tube diameter: 640 mm (25.2 in)





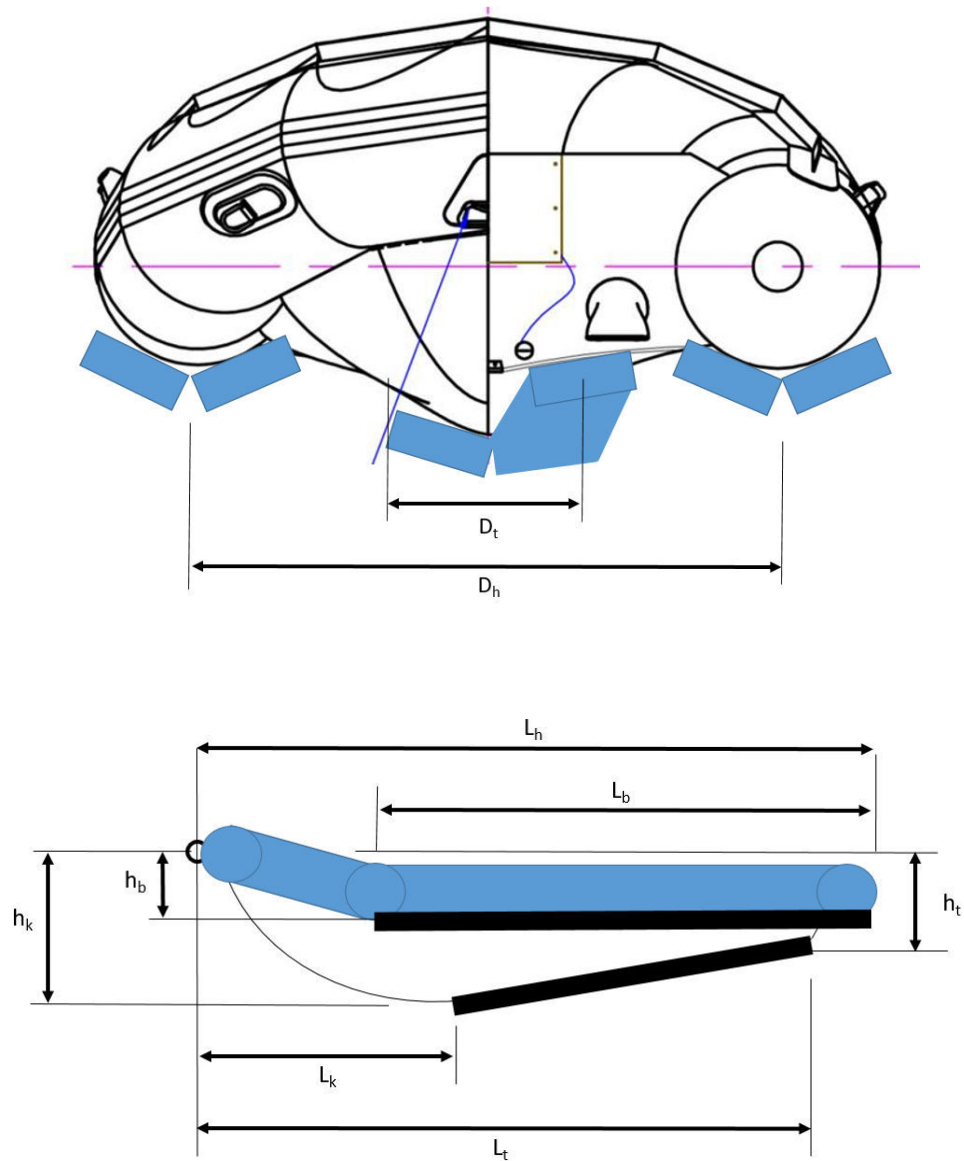
Appendix 2

Annex A:

W8476-246774

25 August 2023

Bunk layout for Zodiac MK5



Annex B
W8476 - 246774
25 August 2023

NOTICE



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

AVIS

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

TECHNICAL EVALUATION MATRIX
BOAT TRAILER FOR ZODIAC MK5

OPI: DSVPM 4 – BPR: DAPVS 4

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

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Canada

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

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

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

BIDDER INFORMATION

Bidder Name: _____

Address: _____

Proposal Date: _____

Proposed Make **- Model** .

Substitutes/Alternatives

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

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

DEFINITIONS

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

- 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.

PD Reference	Requirement	Location of Substantial Information in Bid Proposal	Comment
3.1.1	The trailer <i>must</i> be the latest model from a manufacturer who has demonstrated acceptability by selling, in North America, this type and size class of trailer for at least three (3) years.		
3.6.1	The trailer <i>must</i> be compatible with Zodiac MK5 keel profiles as shown in Appendix 1.		
3.7.1	The trailer frame <i>must</i> be constructed from galvanized steel or aluminium.		
3.8.2	The jack <i>must</i> be rated for a minimum load of 453.6 kg (1000 lb).		
3.9.1	The trailer <i>must</i> be provided with a 7.6 cm (3 inch) inner diameter lunette ring suitable for the GVWR.		
3.11.2	The trailer <i>must</i> be provided with a 12 volt electrical system.		
3.13.1	The trailer <i>must</i> feature external 12 volt lights and reflectors in accordance with CMVSS.		
3.16.1	The trailer <i>must</i> be provided with an electric brake system powered from the towing vehicle through the 7-pin trailer harness.		
3.17.1	Any trailer equipped with electric brakes <i>must</i> incorporate a breakaway system to safely stop the trailer by activating the electric brakes should the trailer disconnects from towing vehicle.		
3.20.1	The trailer payload capacity <i>must</i> not be less than the 862 kg (1900 lb).		
3.21.1	The trailer <i>must</i> be provided with a system of bunks to guide the boat when mounted or removed from the trailer and to support the boat while it is being stored or transported.		
3.21.6	The bunks <i>must</i> allow for adjustment in height.		
3.21.7	The bunks <i>must</i> allow for adjustment in the lateral direction.		

3.21.11	<p>The trailer <i>must</i> have the bunk configuration as identified below:</p> <table border="1" data-bbox="370 312 1040 575"> <thead> <tr> <th data-bbox="370 312 602 390">Hull Support Bunks</th> <th data-bbox="602 312 849 390">Inner Support Bunks</th> <th data-bbox="849 312 1040 390">Trailer Bunk Layout</th> </tr> </thead> <tbody> <tr> <td data-bbox="370 390 602 575">Inward-facing bunks at outside of tubes, located above fenders</td> <td data-bbox="602 390 849 575">Two bunks supporting transom sides descend inward, meeting at lowest point of fabric keel</td> <td data-bbox="849 390 1040 575">See Appendix 2</td> </tr> </tbody> </table>	Hull Support Bunks	Inner Support Bunks	Trailer Bunk Layout	Inward-facing bunks at outside of tubes, located above fenders	Two bunks supporting transom sides descend inward, meeting at lowest point of fabric keel	See Appendix 2		
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