



National Defence

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: National Defence Canada

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

Proposition à : Défense nationale Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens et services énumérés ici et sur toute feuille ci-annexée, au(x) prix indique(s).

Comments - Commentaires

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

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

Title - Sujet

Camion diesel de classe 5, de 3 tonnes, 4x4, muni d'une benne de 2 verges cubes
Class 5 Diesel Truck, 3 Ton, 4x4, 2 CY Dump Body

Solicitation No. N° de l'invitation

W8476-195938/B

Date of Solicitation Date de l'invitation

30 August, 2019

Address enquiries to: - Adresser toute demande de renseignements à :

Joe Shepstone

Telephone No. - N° de telephone

819-939-3040

E-Mail Address - Courriel

victor.shepstone@forces.gc.ca

Destination

See herein - Voir aux présentes

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

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

Delivery requested Livraison demandée

See herein - Voir aux présentes

Delivery offered Livraison proposée

Vendor/Firm Name and Address

Raison sociale et adresse du fournisseur/de l'entrepreneur

Solicitation Closes - L'invitation prend fin

At - à :
2:00 PM - 14:00

On - le :

9 October, 2019

Time Zone - Fuseau Horaire :
Eastern Daylight Time (EDT)
Heure avancée de l'Est (HAE)

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

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PART 1 – GENERAL INFORMATION

1.1 Reissue of Bid Solicitation

- A. This bid solicitation cancels and supersedes previous bid solicitation number W8476-195938/A dated 10 July, 2019 with a closing date of 19 August, 2019 at 14:00 HRS (EDT). A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

1.2 Security Requirements

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

1.3 Requirement

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

1.4 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.

1.5 Trade Agreements

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

PART 2 – BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

Delete: 60 days
Insert: 120 days
 - (iii) Section 20, Further information, subsection 2, is deleted in its entirety.

2.2 Submission of Bids

- A. Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.
- C. Due to the nature of the bid solicitation, bids transmitted by epost Connect will not be accepted.

2.3 Enquiries – Bid Solicitation

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

2.4 Applicable Laws

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

2.5 Improvement of Requirement During Solicitation Period

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

PART 3 – BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

3.2 Section I: Technical Bid

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

3.2.1 Substitutes and Alternatives

- A. Bidders may propose substitutes and alternatives where equivalent is indicated in Annex A, Requirement.
- B. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance will be considered for acceptance where the Bidder:
- (i) Clearly identifies a substitute and/or an alternative;
 - (ii) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
 - (iii) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
 - (iv) Provides complete specifications and brochures, where applicable;
 - (v) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in Annex A, 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 3 entitled Pricing Schedule.

3.3.1 Electronic Payment of Invoices – Bid

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment 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. The Bidder should show the distance between the delivery point and the authorized dealer and/or agent and the delivery point, which should not be more than 150 kilometres;

- (iii) For the article in Part 2 entitled Applicable Laws of the bid solicitation: the province or territory if different than specified; and
- (iv) Any other information submitted in the bid not already detailed.

3.5.1 Delivery Date(s)

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

3.5.1.1 Firm Goods and/or Services

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

3.5.1.2 Optional Goods and/or Services

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

3.5.2 Warranty Period

3.5.2.1 Manufacturer's Standard Warranty Period

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

ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

1. General

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

2. Firm Goods and/or Services

2.1 Class 5 Diesel Truck, 3 Ton, 4x4, 2 CY Dump Body

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

Item	Delivery Point	Quantity Required (A)	Firm Unit Price (B)	Total (C = A x B)
001	14 Wing Greenwood Major Equipment Section Greenwood Nova Scotia B0P 1N0	2	\$	\$

3. Optional Goods and/or Services

3.1 Class 5 Diesel Truck, 3 Ton, 4x4, 2 CY Dump Body

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

Item	Quantity of Optional Items (D)	Firm Unit Price (E)	Total (F = D x E)
1001	2	\$	\$

4. Price of the bid

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

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

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

PART 4 – EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

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

4.1.2 Financial Evaluation

4.1.2.1 Firm Goods and/or Services

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

4.1.2.2 Optional Goods and/or Services

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

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

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

ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA

See attached document entitled:

“Class 5 Diesel Truck 3 Ton, 4X4, with 2 CY Dump Body – TECHNICAL INFORMATION QUESTIONNAIRE”.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1 General

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

5.2 Certifications Required with the Bid

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

5.2.1 Integrity Provisions - Declaration of Convicted Offences

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

5.3 Certifications Precedent to Contract Award and Additional Information

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

5.3.1 Integrity Provisions – Required Documentation

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

5.3.2 Federal Contractors Program for Employment Equity - Bid Certification

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

5.3.3 Product Conformance

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

Signature of Bidder's Authorized Representative

Date

PART 6 – RESULTING CONTRACT CLAUSES

6.1 Security Requirements

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

6.2 Requirement

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

6.2.1 Technical Changes, Substitutes, and Alternatives

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

6.2.2 Optional Goods and/or Services

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

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

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

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

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

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

6.4 Term of Contract

6.4.1 Delivery Dates

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

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

A. The Contracting Authority for the Contract is:

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

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

6.5.2 Technical Authority

A. The Technical Authority for the Contract is:

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

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

6.5.3 Contractor's Representative

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.5.4 After-Sales Service

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

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

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

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

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

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

6.6.1.3 Basis of Payment (Shipping Costs)

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

6.6.2 Limitation of Price

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

6.6.3 Method of Payment

6.6.3.1 Multiple Payments

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

6.6.4 Electronic Payment of Invoices

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

6.7 Invoicing

6.7.1 Invoicing Instructions

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

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

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

6.7.2 Holdback

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

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

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

6.11 Defence Contract

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

6.12 Insurance – No Specific Requirement

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

6.13 Inspection and Acceptance

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

6.14 Post-Contract Award Meeting

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

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

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

6.16 Material

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

6.17 Interchangeability

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

6.18 Vehicle Safety

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

6.19 Recall Notices

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

6.20 Packaging

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

6.21 Wood packaging materials

- A. All wood packaging materials used in shipping must conform to the [International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade \(ISPM 15\)](https://www.ippc.int/en/core-activities/standards-setting/ispms/) (<https://www.ippc.int/en/core-activities/standards-setting/ispms/>).

- B. Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:
- (i) D-98-08 - [Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States](http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993) (<http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993>); and
 - (ii) D-13-01 - [Canadian Heat Treated Wood Products Certification Program \(HT Program\)](http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967) (<http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967>).

6.22 Preparation for Delivery

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

6.23 Tools and Loose Equipment

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

6.24 Delivery and Unloading

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

6.25 Incomplete Assemblies

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

6.26 Assembly/Preparation at Delivery

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

6.27 Work Site Access

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

6.28 Canadian Forces Site Regulations

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

ANNEX A – REQUIREMENT

See attached document(s) entitled:

“PURCHASE DESCRIPTION
CLASS 5 DIESEL TRUCK 3 TON, 4x4, WITH 2 CY DUMP BODY”.

ANNEX B – BASIS OF PAYMENT

1. General

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

2. Firm Goods and/or Services

2.1 Class 5 diesel truck 3 ton, 4x4, with 2 CY dump body

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

Item	Delivery Point	Delivery Date	Quantity Required	Firm Unit Price
001	14 Wing Greenwood Major Equipment Section Greenwood Nova Scotia BOP 1N0	[Date to be detailed in the resulting contract]	2	[\$[Cost to be detailed in the resulting contract]

3. Optional Goods and/or Services

3.1 Class 5 diesel truck 3 ton, 4x4, with 2 CY dump body

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

Item	Delivery Date	Quantity of Optional Items	Firm Unit Price
1001	[Date to be detailed in the resulting contract]	2	[\$[Cost to be detailed in the resulting contract]

3.2 Shipping Costs

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

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

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

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

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

C. All payments are subject to government audit.

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

ATTACHMENT 1 TO PART 4 – EVALUATION CRITERIA

CLASS 5 DIESEL TRUCK 3 TON, 4x4, WITH 2 CY DUMP BODY

2019-08-26



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.

Class 5 Diesel Truck 3 Ton, 4X4, with 2 CY Dump Body

TECHNICAL INFORMATION QUESTIONNAIRE

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

Where the specification paragraphs below indicate "Substantial Information", the "Substantial Information" **must** be provided for each performance requirement/specification.

Bidders should indicate the requested information and indicate the document name/title and page number where the Substantial Information can be found.

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

CONTRACTOR INFORMATION

Contractor Name _____

Proposal Date _____

OPI DSVPM 4 - DAVPS 4

Issued on Authority of the Chief of the Defence Staff

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



CLASS 5 DIESEL TRUCK 3 TON, 4x4, WITH 2 CY DUMP BODY

Substitutes/Alternatives

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

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

NOTE: *Substantial Information*

SPECIFICATION PARAGRAPHS

Chassis - Make _____ Model _____ Year _____

3.4 **Performance - Substantial Information**

Substantial Information: Chassis bill of material sheet illustrations.

Ratings can be found in document(s): _____ page:

3.6 **Suspension - Substantial Information**

Front suspension details on page _____ of document _____

Rear suspension details on page _____ of document _____

3.7 **Engine - Substantial Information**

Details on page _____ of document _____

3.7.2 **Fuel Reservoir(s)**

(a) **Fuel reservoir(s) - Substantial Information**

Capacity on page _____ of document _____

3.8.1 **Automatic Transmission - Substantial Information**

(b) Automatic transmission details on page _____ of document _____

3.8.2 **Axles - Substantial Information**

Front axle details on page _____ of document _____

Rear axle details on page _____ of document _____

3.11 **Wheels and Tires- Substantial Information**

Front tire details on page _____ of document _____

Rear tire details on page _____ of document _____

3.14 **Electrical System**

(a) **Alternator - Substantial Information**

Output on page _____ of document _____

(b) **Battery - Substantial Information.**

Battery cold cranking amperes on page _____ of document _____

3.16 **Hydraulic Lift System - Substantial Information**

(a) Acceptable Substantial Information can consist of but not limited to:
Hydraulic lift brochure, etc.

ii Hydraulic lift rating can be found in document(s): _____ page:

3.20.1 **Accessories**

(a) **Dump Body - Substantial Information**

Dump Body line drawing with dimensions on page _____ of document _____

(b) **Storage compartment - Substantial Information**

Storage compartment size on page _____ of document _____

(c) **Pintle Hook and Trailer Brake Control - Substantial Information**

iii Pintle hook details on page _____ of document _____

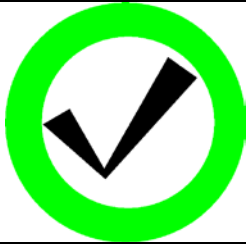
DEFINITION

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

"Equivalent" - A standard, means, or component type, which has been accepted by the Technical Authority as meeting the specified requirements for form, fit, function and performance; and

**ANNEX A – REQUIREMENT
PURCHASE DESCRIPTION
CLASS 5 DIESEL TRUCK 3 TON, 4x4, WITH 2 CY DUMP BODY**

2019-08-26



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.

1. SCOPE

1.1 **Scope** - This Purchase Description describes the requirements for a Class 5 Diesel Truck 3 Ton (cab and chassis) 4x4 complete with a 1.5 cubic meter (2 cu yd.) dump body.

1.2 **Instructions** - The following instructions apply to this Purchase Description.

- (a) Requirements, which are identified by the word "**must**", are mandatory. Deviations will not be permitted;
- (b) Requirements identified with a "**will**" define actions to be performed by Canada and require no action/obligation on the Contractor's part;
- (c) Requirements identified by "**must**"... or "**Equivalent**" are mandatory. The **Technical Authority** will consider substitutes/alternatives for acceptance as a **Technical Authority** approved **equivalent**.
- (d) Where "**must**", "**must**"... or "**Equivalent**", or "**will**" are not used, the information supplied is for guidance only;
- (e) 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**;
- (f) Where a technical certification is referred to in this Purchase Description, a copy of the certification or **Equivalent must** be supplied for the vehicle when requested by the **Technical Authority** up until the date of the expiration of the warranty period;
- (g) 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; and
- (h) While the SI system **must** be used as the primary system of measurement to define requirements of this Purchase Description, both the SI system and the standard system for this product may be indicated. Conversion from one system of measurement to the other may not be exact.

OPI DSVPM 4 – DAVPS 4

Issued on Authority of the Chief of the Defence Staff

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



RDIMS # 4861863

PURCHASE DESCRIPTION
CLASS 5 DIESEL TRUCK 3 TON 4x4, WITH 2 CY DUMP BODY

1.3 **Definitions**

- (a) **“Provided”** means “provided and installed”;
- (b) **“Technical Authority”** means the official responsible for the technical content of this requirement.
- (c) **“Equivalent”** means a standard, means, or component type, which the **Technical Authority** has approved for this requirement as meeting the specified requirements for fit, form, function and performance;
- (d) **“Commercially Equipped”** means that the vehicle is provided in its standard commercial configuration with no additional government-specific requirements;
- (e) **“Curb Weight” (CW)** means the weight of the fully equipped vehicle. The curb weight includes the cab and chassis, all attached accessories, equipment, fuel, lubricant and coolants. The **Curb Weight** does not include the **Payload**, the weight of the driver/passenger(s) or their personal kit and equipment;
- (f) **“Payload”** means the maximum cargo load carrying capacity of the vehicle. The payload is the calculated difference between the Curb Weight and the Gross Vehicle Weight Rating;
- (g) **“Gross Vehicle Weight” (GVW)** means the sum of the **Curb Weight**, the weight of a driver and passenger (80 kg per person) and the **Payload**. The **GVW must** not exceed the **Gross Vehicle Weight Rating (GVWR)**;
- (h) **“Gross Vehicle Weight Rating” (GVWR)** means the maximum operating weight of the vehicle as stated by the manufacturer;
- (i) **“Gross Combined Weight Rating” (GCWR)** means the maximum allowable combined weight of the vehicle, with passengers and equipment in the vehicle and the **Payload** plus the towed weight;
- (j) **“Cab and Chassis”** means the vehicle Configuration before the addition of any accessories;
- (k) **“Gross Axle Weight” (GAW)** means the maximum load on an axle with the vehicle fully loaded;
- (l) **“Gross Axle Weight Rating” (GAWR)** means the load capacity of an axle; and
- (m) **“Bilingual”** means both official language: English and French.

PURCHASE DESCRIPTION
CLASS 5 DIESEL TRUCK 3 TON 4x4, WITH 2 CY DUMP BODY

1.4 **Data Table** - The following table shows required performance and dimensions for each Configuration.

CHARACTERISTIC	PARAGRAPH	UNITS	CONFIGURATION
HORSEPOWER	3.4 (b)	HP	300
GVWR	3.4 (c)	kg(lbs)	8,165 (18,000)
PAYLOAD	3.4 (d)	kg(lbs)	3,500 (8,000)
TOWED LOAD	3.4 (e)	kg(lbs)	4,536 (10,000)
FUEL CAPACITY	3.7.2 (a)	litres	240

PURCHASE DESCRIPTION
CLASS 5 DIESEL TRUCK 3 TON 4x4, WITH 2 CY DUMP BODY

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

SAE Handbook

SAE World Headquarters
400 Commonwealth Dr.,
Warrendale, PA, 15096-0001
<http://www.sae.org>

Motor Vehicle Safety Act (MVSA)

Government of Canada / Transport Canada,
<http://www.tc.gc.ca/eng/act-regulations/regulations-crc-c1038htm>

Hazardous Products Act

Government of Canada / Department of Justice
<http://laws-lois.justice.gc.ca/eng/acts/H-3/>

Year Book

Tire and Rim Association Inc.,
3200 West Market Street, Akron, Ohio, 44313

PURCHASE DESCRIPTION
CLASS 5 DIESEL TRUCK 3 TON 4x4, WITH 2 CY DUMP BODY

3. REQUIREMENTS

3.1 Standard Design

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

3.2 Operating Conditions

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

3.2.2 **Terrain** - The vehicle **must** operate in all weather conditions on highways, secondary roads, gravel roads, and off-road (e.g. construction sites, open fields and dirt tracks).

3.3 Safety Standards

3.3.1 Vehicle Safety Regulations

- (a) The vehicle **must** meet the provisions of the Canada Motor Vehicle Safety Act; and
- (b) The vehicle **must** have Safety Compliance Certification Label with a National Safety Mark (NSM), as a seal of compliance.

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

PURCHASE DESCRIPTION
CLASS 5 DIESEL TRUCK 3 TON 4x4, WITH 2 CY DUMP BODY

3.4 **Performance**

- (a) The vehicle **must** have a road speed of at least 110 km/h when carrying no less than the specified payload (paragraph 3.4 (d)) on a flat level road;
- (b) The vehicle **must** have a gross engine horsepower of at least that given as “HORSEPOWER” in the Data Table (paragraph 1.4);
- (c) The vehicle **must** have a GVWR of at least that given as “GVWR” in the Data Table (paragraph 1.4).
- (d) The vehicle **must** have a payload capacity of at least that given as “PAYLOAD” in the Data Table (paragraph 1.4); and
- (e) The vehicle **must** have a towed load capacity of at least that given as “TOWED LOAD” in the Data Table (paragraph 1.4).

3.5 **Vehicle Cab – Conventional Cab**

- (a) **Cab** - The vehicle **must** be provided with a conventional cab;
- (b) **Cab Requirements**
 - i The cab **must** be provided with a tinted windshield;
 - ii **Wipers**
 - 1. The cab **must** be provided with windshield wipers with at least two (2) continuous speeds and one (1) intermittent speed; and
 - 2. The windshield wipers **must** be provided with arctic wiper blades.
 - iii The cab **must** be provided with two (2) rotating and pivoting interior sun visors;
 - iv The cab **must** be provided with padded armrests on both doors, coat hooks and rubber mats;
 - v **Windows**
 - 1. The cab **must** be provided with powered windows;
 - vi The cab **must** be provided with powered door locks; and
 - vii The cab **must** be provided with a wiring harness for the installation of a CB radio.

PURCHASE DESCRIPTION
CLASS 5 DIESEL TRUCK 3 TON 4x4, WITH 2 CY DUMP BODY

(c) **Seats**

- i The vehicle **must** be provided with a high-back driver seat;
- ii The vehicle **must** be provided with medium to dark coloured cloth upholstered seats;
- iii The vehicle **must** be provided with a bench seat for two passengers, and
- iv All seating positions **must** be provided with retractable shoulder/lap belt assemblies. A lap belt assembly will be acceptable for the center passenger in the front and rear seat.

(d) **Mirrors**

- i The vehicle **must** be provided with two (2) extendable heavy-duty West-Coast type mirrors with two convex mirrors mounted below the mirror assemblies;
- ii The mirrors **must** be Velvac Mirror with sensor or **Equivalent**;
- iii The mirrors **must** comply with MVSA;
- iv The mirrors **must** provide the driver with a view to the rear along both sides of the vehicle providing an unobstructed view of blind spots and passing lanes around the vehicle;
- v The mirrors glass **must** be separately replaceable;
- vi The mirrors glass **must** be electrically adjusted from inside the cab;
- vii The mirrors glass **must** be provided with heating defrost elements;
- viii Mirror heating **must** be activated by an in-cab control accessible to the driver; and
- ix Heating elements **must** be replaceable.

(e) **Air Conditioning** – The vehicle **must** be provided with an air conditioning system.

(f) **Radio**

- i The vehicle **must** be provided with an AM/FM radio with CD player; and
- ii The radio **must** turn off automatically when the vehicle ignition is turned off.

(g) **Keys**

- i A common key **must** be used for all cab and chassis locks; and
- ii This **must** include, but is not limited to, ignition and doors.

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3.6 **Suspension**

- (a) The vehicle **must** be provided with a front spring suspension and rear leaf springs suspension with stabilizer bars; and
- (b) The suspension system **must** be provided with shock absorbers at each wheel station.

3.7 **Engine** – The vehicle **must** be provided with a diesel engine.

3.7.1 **Engine Components**

(a) **Engine Air Filter**

- i The engine **must** be provided with an air filter;
 - ii The filter **must** be a replaceable dry-type with at least two stages; and
 - iii The vehicle air intake system **must** be provided with a filter restriction gauge, mounted inside the vehicle cab, which is visible from the driver's position.
- (b) The engine **must** be provided with an engine coolant suitable for temperatures down to -40 degrees;
 - (c) The engine **must** be provided with an exhaust system that clears the body and is directed away from critical areas such as wiring, storage areas and mud flaps; and
 - (d) A cooling system **must** be provided with a thermostatic fan.

3.7.2 **Fuel Tanks**

- (a) The fuel tanks **must** have a total capacity of at least “**FUEL CAPACITY**” as given in the Data Table (paragraph 1.4);
- (b) The fuel tank filler area **must** be marked to identify the required vehicle fuel; and
- (c) The caps for fuel tanks **must** be lockable.

3.7.3 **Engine Cold Weather Aids**

- (a) The engine **must** be provided with cold weather aids to enable the engine (operating with winter grade fuels/oils) to be started at temperatures down to -40° C. The engine starting aids may include but are not limited to: glow plug(s) and intake air grid heater;
- (b) The engine **must** be provided with 110-Volt engine cold start heaters with a capacity as recommended by the engine manufacturer or conforming to SAE J1310; and
- (c) The engine **must** be provided with a heated fuel filter/water separator to preheat diesel fuel prior to starting.

3.8 **Vehicle Driveline**

3.8.1 **Automatic Transmission**

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- (a) The vehicle **must** be provided with an automatic transmission;
- (b) The transmission **must** have at least six (6) forward speeds and one reverse speed;
- (c) The transmission **must** be equipped with an instant release, electrically operated, programmable, electronic high idle control;
- (d) The high idle control **must** be connected so as not to allow the high idle to engage when the transmission is in gear and the parking is applied;
- (e) The vehicle **must** have an external transmission oil cooler; and
- (f) The vehicle **must** be provided with a power take-off (PTO) suitable for installation on the vehicle transmission

3.8.2 **Axles** - The vehicle **must** be provided with rear limited slip differential axle.

3.9 **Hydraulic Brake System**

- (a) The brake system **must** be provided with anti-lock (ABS) brake system configuration;
- (b) The brake system **must** be provided with dust shields at each wheel station; and
- (c) The vehicle **must** be provided with a trailer brake control mounted on or near the steering column.

3.10 **Steering**

- (a) The vehicle **must** be provided with a power assisted steering system; and
- (b) The steering system **must** be provided with a telescopic/tilt steering column.

3.11 **Wheels and Tires**

- (a) The front axle **must** be provided with all season tires;
- (b) The rear axle **must** be provided with tires with a mud and snow tread;
- (c) The tires **must** be steel-belted, tubeless and radial;
- (d) Rear axles **must** be provided with dual tires at each wheel station;
- (e) The tires **must** be mounted on hub pilot disc wheels;
- (f) All wheels **must** be provided with loose wheel nut indicators;
- (g) The wheel assemblies **must** have a capacity equal to or greater than the payload applied, at the top vehicle speed (paragraph 3.4 (a));
- (h) The wheel assemblies **must** be assembled in accordance to the tire and rim manufacturer's specifications;
- (i) The vehicle **must** be provided with a spare tire assembly with the same rim and tire as those mounted on the front axle;
- (j) The storage for the spare tire assembly **must** be provided on the vehicle; and
- (k) The storage location will be determined in the pre-production meeting.

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3.12 **Controls** - The vehicle **must** be provided with a cruise control system with a fast idle feature.

3.13 **Instruments**

- (a) All dash board gauges and readouts **must** be in metric units; and
- (b) Gauges and readouts which show both metric and English units will be accepted.

3.14 **Electrical System**

- (a) The electrical system **must** be provided with an alternator with an output of at least 200 amperes;
- (b) The electrical system **must** be provided with maintenance-free batteries with at least 1,500 cold cranking amperes (CCA);
- (c) The wiring **must** be protected by insulating grommets where passing through metal;
- (d) The electrical system **must** be provided with six (6) knockouts for extra switches on the dashboard; and
- (e) The electrical system **must** be provided with a backup alarm that is activated when the vehicle transmission is in reverse.

3.15 **Lighting**

- (a) The vehicle **must** be provided with integral LED body lighting;
- (b) The headlights **must** use halogen lamps;
- (c) The lighting system **must** be provided with clearance lights, stop lights, turn signal lights, tail-lights and reverse movement lights. Lights **must** be integrated into dump box; and
- (d) **Beacon**
 - i The vehicle **must** be provided with an omni-directional beacon;
 - ii The beacon **must** be activated by a dash mounted control switch;
 - iii The beacon **must** be mounted so as to provide maximum vehicle visibility;
 - iv The beacon **must** be designed for 360-degrees visibility;
 - v The beacon may be mounted on the cab roof or on a higher location; and
 - vi The colour of the beacon will be supplied at time of the Pre-production meeting.

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3.16 **Hydraulic Accessories**

(a) **Hydraulic Lift System**

- i The vehicle **must** be provided with an electro-hydraulic system to power the lift cylinder;
- ii The hydraulic lift system **must** be equipped with front mounted 7.26-9.1 tonne (8-10 ton) telescopic hoist with secondary seal oil recovery;
- iii The hydraulic lift system **must** have the power pack conveniently located in a weatherproof compartment;
- iv The hydraulic lift system **must** have the dump controls located in the cab and capable of being conveniently accessed by the driver;
- v The hydraulic lift system **must** have the hydraulic reservoir mounted on the outside of the frame; and
- vi The hydraulic reservoir **must** be provided with a visual level indicator;

(b) **Hydraulic Oil Heater**

- i The hydraulic system **must** be provided with a hydraulic oil heater;
- ii The heater **must** be provided with a thermostatic control system to prevent overheating of the hydraulic oil; and
- iii The hydraulic oil heater may use heat from the cooling system.

3.17 **Lubricants and Hydraulic Fluids**

- (a) The vehicle **must** operate using synthetic non-proprietary lubricants and hydraulic fluids; and
- (b) The vehicle **must** be provided with grease fittings conforming to SAE J534.

3.18 **Paint Colour**

- (a) The vehicle **must** be painted yellow. The chassis components may be painted manufacturer's standard colour.
- (b) The aluminum dump body **must** not be painted; and
- (c) Body acid wash **must** be applied for the dump body.

3.18.1 **Corrosion Protection**

- (a) The vehicle **must** be provided with a rust protection treatment such as Krown Rust Kontrol, Rust Check or an **Equivalent**; and
- (b) The warranty papers from the rust protection system provider **must** accompany each vehicle.

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3.19 **Identification** - The vehicle information (manufacturer's name, model, Vehicle Identification Number (VIN) and the GAWR, GVWR and GCWR ratings) **must** be permanently marked in conspicuous and protected locations.

3.19.1 **Warning and Instruction Plates**

- (a) The vehicle **must** be provided with warning and operation instruction plates in accordance SAE J115;
- (b) The plates **must** be visible to a person standing near the location; and
- (c) The plates **must** use graphic symbols, as defined in SAE J1362 or be written in the two (2) official languages (English and French).

3.20 **Equipment**

(a) **Tow Hooks**

- i The vehicle **must** be provided with tow hooks mounted at the front and at the rear; and
- ii Tow hooks and mountings **must** have the strength to permit the recovery of the vehicle.

(b) **License Plate Holders**

- i The vehicle **must** be provided with front and rear license plate holders; and
- ii The rear license plate **must** be illuminated.

(c) **Filler Caps** – The vehicle **must** be provided with permanently marked filler caps, which identify the contents using international symbols or in writing using both French and English; and

(d) **Mud flaps** – The vehicle **must** be provided with standard front mud flaps and rear mud flaps mounted on angle type spring-loaded hangers or **Equivalent**.

3.20.1 **Accessories**

(a) **Dump Box – 1.5 cubic metres**

- i The vehicle **must** be equipped with an aluminum dump box with a nominal water level capacity of at least 1.5 cubic meters (2 cubic yards);
- ii **Dump Box Dimensions**
 - 1. The dump box **must** have a length of at least 3,350 mm (11 foot.)
 - 2. The dump box **must** have an interior width of at least 2,280 mm (90 inches).
 - 3. The dump box fixed sides **must** have a height of at least 355 mm (14 inches)
 - 4. The double acting tailgate **must** have a height of at least 510 mm (20 inches)

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- iii The dump body construction **must** be composite sized aluminium sides and gate;
- iv The dump box floor **must** be constructed of 6.35 mm (0.25-inches) aluminium;
- v The sides, tailgate and cab roof protector **must** be constructed of aluminium with the strength to withstand piercing and deforming when hit by falling rocks;
- vi The dump body construction **must** have 76.2 mm (3 inches) aluminium cross members on 305 mm (12 inches) centres;
- vii The dump body construction **must** have 152 mm (6 inches) aluminium structural channel long sills;
- viii The dump body construction **must** have continuous welding inside and out;
- ix. The dump box **must** be mounted using the appropriate number of U-bolts or shear plates as required for the length of body being secured;
- x The dump box **must** be provided with fixed sides on both left and right sides of the dump box;
- xi The dump box **must** be provided with a 1016 mm (40 inches) high aluminium headboard;
- xii The headboard **must** have two visibility windows;
- xiii Each window **must** measure 508 mm x 356 mm (20 x14 inches);
- xiv The dump box **must** be provided with the manufacturer's half-sized cab shield, braced to prevent buckling;
- xv The dump box **must** have clearance for tire chains;
- xvi The dump box **must** be provided with drop chains;
- xvii The dump box **must** be provided with a safety bar, painted a high visibility colour, to hold the dump body in the "UP" position during maintenance operations;
- xviii **Tailgate**
 - 1. The dump box **must** be provided with a double-acting type tailgate with an opening/locking mechanism to control the opening of the lower portion of the gate; and
 - 2. The tailgate controls **must** be located on the left front side of the body and easily accessible to the driver.

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xix **Retractable Dump Box Cover**

1. The dump box **must** be provided with a powered fully retractable cover; and
2. The cover actuation **must** be controlled by a switch mounted in the cab.

xx An additional set of LED signal lights and reverse lights **must** be provided on corner posts;

xxi LED body clearance lights **must** be provided; and

xxii The dump box **must** be provided with reflectors mounted on its rear and sides.

(b) **Storage Compartment**

i The vehicle **must** be provided with one (1) aluminum frame mounted storage compartment;

ii The compartment **must** be mounted to the frame under the left side of the dump body;

iii The compartment **must** have dimensions of at least 910 mm x 460 mm x 460 mm (36 x 18 x 18 inches);

iv The compartment **must** have two (2) vertically hinged doors which do not interfere with access of operations;

v The compartment **must** be equipped with flush-mounted slam action latches that can be locked with a padlock (s);

vi The compartment **must** have a load capacity of at least 136 kg;

vii The compartment **must** be of weatherproof construction with anti-return type drainage;

viii The compartment **must** have the interior walls and floor sprayed with Line-X or **Equivalent**;

ix A removable, perforated vinyl matting **must** be provided on the floor of each compartment; and

x The compartment **must** have interior LED lighting mounted in a protected location.

(c) **Pintle Hook and Trailer Brake Control**

i A duplex pintle hook frame mounted **must** be provided at the rear of the vehicle;

ii The pintle hook mounting area **must** be braced with an A frame or **Equivalent** and bolted to the truck frame;

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- iii The pintle hook **must** be a Holland Hitch Model BH-200 RN41 or **Equivalent**;
- iv The horizontal centerline of the pintle hook **must** be 610 mm to 710 mm (24 to 28 inches) above the ground;
- v The pintle hook assembly **must** have a towing capacity of at least 4,536 kg (10.000 lbs);
- vi The trailer brake control **must** be mounted at the operator's station on or near the steering column;
- vii The pintle hook assembly **must** be provided with one (1) 7 pin trailer connection;
- viii Safety chains shackles **must** be provided on each side of the pintle hook; and
- ix The towing capacity **must** be clearly marked on the rear face of the pintle hook assembly.

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4. **INTEGRATED LOGISTIC ITEMS**

4.1 **Contractor Documentation and Integrated Logistic Items**

4.1.1 **Documents to Technical Authority (Designated Contact) on Contract**

(a) **Manuals for Approval**

- i The Contractor **must** supply access to a set of manuals, in digital format, including the operator, parts and maintenance (shop repair) manuals;
- ii The set of manuals **must** include manuals for all the specified accessories and features. Accessory manuals may be included as supplements to the vehicle manuals;
- iii Digital copies **must** be supplied in a searchable PDF format;
- iv Digital copies **must** be supplied on a CD or DVD;
- v The CD or DVD **must** be permanently and legibly marked with a list of contents;
- vi Digital copies **must** be functional without the requirement for a password, on auto-run installation procedure or internet connexion;
- vii Paper copies of manuals delivered under this contract **must** have the same content as the electronic format approved by the **Technical Authority**;
- viii On-line maintenance manuals may be supplied in lieu of the digital maintenance manuals, however, these **must** be supplied without subscription fees;
- ix Manuals will not be returned;
- x Manual approval or comments will be supplied within 15 working days of receipt; and
- xi The Contractor **must** supply responses to the **Technical Authority's** comments.

(b) **Photographs and Line Drawings**

- i The Contractor **must** supply two (2) digital colour photographs, one left-front three-quarter full vehicle view, and one right-rear three-quarter full vehicle view;
- ii One (1) digital colour photograph of each attachment taken at the three-quarter view that best illustrates the attachment **must** be supplied;
- iii One front-view and one side-view line drawing showing dimensions of the vehicle **must** be supplied. Brochure line drawings are acceptable;
- iv Photographs **must** a plain background;

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- v Photographs **must** be in a JPEG (Joint Photographic Experts Group) format; and
 - vi Photographs **must** have a resolution of at least eight (8) Mega pixels.
- (c) **Data Summary**
- i The Contractor **must** supply a bilingual data summary, with vehicle data (including accessories and features) and a vehicle picture;
 - ii The **Technical Authority** will supply a bilingual template of a data summary to the Contractor;
 - iii The Contractor **must** submit a digital copy (MS Word) of the completed data summary for approval;
 - iv Data summary approval or comments will be supplied within 15 working days of receipt; and
 - v The Contractor **must** provide responses to the **Technical Authority's** comments.
- (d) **Warranty Letter**
- i The **Technical Authority** will supply a current bilingual warranty letter template to the Contractor;
 - ii The Contractor **must** supply a complete description of the warranty with the requested warranty terms and any system or sub system warranty that exceeds the minimum requested;
 - iii The warranty letter **must** include the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada;
 - iv Designated warranty providers **must** honour the warranty letter; and
 - v The Contractor **must** supply a copy of the warranty letter, in PDF digital format, for each vehicle delivered, to the **Technical Authority**.
- (e) **Safety Data Sheets**
- i The Contractor **must** supply a list, in digital format, of all hazardous materials used on the vehicle;
 - ii If there are no hazardous materials are used, this **must** be stated on the list; and
 - iii The Contractor **must** supply safety data sheets of all hazardous materials in the list.
- (f) **Rust Protection Warranty** - A copy, in digital format, of the warranty from the rust protection provider **must** be supplied, to the **Technical Authority**;

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- (g) **Training Plan(s)** - The Contractor **must** supply the training plan for approval, for each of the training requirements listed in paragraph 4.2 to the **Technical Authority**, and
- (h) **Line Setting Ticket** – The Contractor **must** supply a copy of the production line setting ticket, in digital format, with supplemental listing for each completed vehicle, to the **Technical Authority**..

4.1.2 **Items Supplied with Each Vehicle**

- (a) **Operator's Manual** - The Contractor **must** supply an approved bilingual operator's manual in both paper and digital format;
- (b) **Warranty Letter** - The Contractor **must** supply a paper copy of the warranty letter;
- (c) **Safety Data Sheets**
 - i The Contractor **must** supply a set of safety data sheets in paper or digital format; and
 - ii The safety data sheets **must** be the same as those supplied to the **Technical Authority** as per paragraph 4.1.1 (e)
- (d) **Rust Protection Warranty** – The Contractor **must** supply a copy of the warranty letter from the rust protection provider;
- (e) **Line Setting Ticket** – The Contractor **must** supply a paper or digital copy of the production line setting ticket with supplemental list; and
- (f) **Keys** - The Contractor **must** supply four (4) keys in accordance with paragraph 3.5 (h).

4.1.3 **Additional Items**

- (a) **Digital Maintenance Manual**
 - i The Contractor **must** supply the approved searchable digital maintenance (shop repair) manuals in English required for maintenance and repair of the vehicle features and accessories;
 - ii The Contractor may supply this deliverable as a bilingual package;
 - iii On-line maintenance manuals may be supplied in lieu of the digital maintenance manuals, however, these **must** be supplied without subscription fees; and
 - iv Paper format maintenance manuals may be supplied in lieu of the digital maintenance manuals.
- (b) **Digital Parts Manual**
 - i The Contractor **must** supply the approved searchable digital parts manuals in English required the vehicle, features and accessories on a CD/DVD-ROM; and

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- ii On-line parts manuals may be supplied in lieu of the digital maintenance manuals, however, these **must** be supplied without subscription fees; and
- iii Paper format maintenance manuals may be supplied in lieu of the digital maintenance manuals.

4.2 **Training**

Training - Familiarization

- i The Contractor **must** supply a familiarization course in the official language (English or French) as requested by the **Technical Authority** and as specified in the contract for each delivery destination;
- ii The course instructor **must** be an OEM Factory Certified Training Provider;
- iii The familiarization course **must** include operation and maintenance segments demonstrating, all safety measures required for safe vehicle use, instructions on the use of all accessories supplied and operator maintenance;
- iv The instructor **must** supply responses to questions;
- v The familiarization course **must** have a minimum duration of eight (8) hours;
- vi The familiarization course **must** accommodate up to eight (8) personnel;
- vii The familiarization course **must** be supplied at each delivery destination;
- viii The date for the familiarization course **must** be arranged with the **Technical Authority**;
- ix After completion of the familiarization course, the Contractor **must** have the "**PROOF OF FAMILIARIZATION**" certificate signed by the senior course attendee; and
- x The **Technical Authority** will supply the "**PROOF OF FAMILIARIZATION**" document template in a digital format.