

#### National Defence

National Defence Headquarters 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 :

By e-mail to: - Par courriel au:

<u>DLP53BidsReceiving.DAAT53Receptiondessoumissions@forces.gc.ca</u>

Attention: - Attention: Brian James

#### Solicitation Closes - L'invitation prend fin

At - à: 2:00 PM - 14:00

On - le: 01 March 2022

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

#### Défense nationale

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

Title - Sujet Truck, Tractor, Heavy	
Solicitation No. N° de l'invitation	Date of Solicitation Date de l'invitation
W8476-226471/C	01 February 2022

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 requested	Delivery offered			
Livraison demandée	Livraison proposée			
See herein - Voir aux présentes				

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



#### TABLE OF CONTENTS

1.1 1.2 1.3	REISSUE OF BID SOLICITATION SECURITY REQUIREMENTS COVID-19 VACCINATION REQUIREMENT	3 3 3
1.4	Debriefings	3
PART 2 - I	BIDDER INSTRUCTIONS	4
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2 2.3	SUBMISSION OF BIDS ENQUIRIES - BID SOLICITATION	4 5
2.4	APPLICABLE LAWS	5
2.5	IMPROVEMENT OF REQUIREMENT DURING SOLICITATION PERIOD	5
	BID PREPARATION INSTRUCTIONS	6
3.1 3.2	BID PREPARATION INSTRUCTIONS SECTION I: TECHNICAL BID	6 6
3.3	SECTION II: FINANCIAL BID	7
3.4	Section III: Certifications	7
3.5	SECTION IV: ADDITIONAL INFORMATION	7
	MENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS	9
	EVALUATION PROCEDURES AND BASIS OF SELECTION	10
4.1 4.2	EVALUATION PROCEDURES  BASIS OF SELECTION - LOWEST EVALUATED PRICE, MANDATORY TECHNICAL CRITERIA	10 10
ATTACHN	MENT 1 TO PART 4 - EVALUATION CRITERIA	11
ATTACHN	MENT 2 TO PART 4 - PRICING SCHEDULE	12
PART 5 - 0	CERTIFICATIONS AND ADDITIONAL INFORMATION	13
5.1	GENERAL	13
5.2	CERTIFICATIONS REQUIRED WITH THE BID	13
5.3	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	14
PART 6 - I	RESULTING CONTRACT CLAUSES	15
6.1 6.2	SECURITY REQUIREMENTS REQUIREMENT	15 15
6.3	NEUDINIMICAL STANDARD CLAUSES AND CONDITIONS	15
6.4	TERM OF CONTRACT	16
6.5 6.6	AUTHORITIES PAYMENT	17 18
6.7	FATIVENT NVOICING	19
6.8	CERTIFICATIONS AND ADDITIONAL INFORMATION	19
6.9 6.10	APPLICABLE LAWS PRIORITY OF DOCUMENTS	20 20
6.11	PRIORITY OF DOCUMENTS DEFENCE CONTRACT	20
6.12	FOREIGN NATIONALS (CANADIAN CONTRACTOR)	20
6.12	FOREIGN NATIONALS (FOREIGN CONTRACTOR)	20 21
6.13 6.14	INSURANCE - NO SPECIFIC REQUIREMENT INSPECTION AND ACCEPTANCE	21
6.15	Post-Contract Award Meeting	21
6.16	ISO 9001:2015 Quality Management Systems - Requirements (Quality Assurance Code Q)	21
6.17 6.17	QUALITY ASSURANCE AUTHORITY (DEPARTMENT OF NATIONAL DEFENCE): CANADIAN-BASED CONTRACTOR  QUALITY ASSURANCE AUTHORITY (DEPARTMENT OF NATIONAL DEFENCE): FOREIGN-BASED AND UNITED STATES CONTRACTOR	22 22
6.18	QUALITY ASSURANCE DOCUMENT	23
6.19	RELEASE DOCUMENTS (DEPARTMENT OF NATIONAL DEFENCE): CANADIAN-BASED CONTRACTOR	23
6.19 6.19	RELEASE DOCUMENTS (DEPARTMENT OF NATIONAL DEFENCE): UNITED STATES-BASED CONTRACTOR RELEASE DOCUMENTS (DEPARTMENT OF NATIONAL DEFENCE): FOREIGN-BASED CONTRACTOR	23 23
6.20	RELEASE DOCUMENTS (DEPARTMENT) OF NATIONAL DEFENCE). FOREIGN-BASED CONTRACTOR RELEASE DOCUMENTS - DISTRIBUTION	24
6.21	MATERIAL	24
6.22	INTERCHANGEABILITY	24
6.23 6.24	VEHICLE SAFETY RECALL NOTICES	24 24
6.25	PACKAGING	24
6.26	WOOD PACKAGING MATERIALS	25
6.27	PREPARATION FOR DELIVERY	25 25
6.28 6.29	DELIVERY OF DANGEROUS GOODS/HAZARDOUS PRODUCTS TOOLS AND LOOSE EQUIPMENT	26
6.30	DELIVERY AND UNLOADING	26
6.31	INCOMPLETE ASSEMBLIES	26
6.32	CANADIAN FORCES SITE REGULATIONS MARKING	26 26
6.33 6.34	MARKING LABELLING	26
6.35	DISPUTE RESOLUTION SERVICES	26
ANNEX A	- REQUIREMENT	27
ANNEX B	- BASIS OF PAYMENT	28

#### PART 1 - GENERAL INFORMATION

#### 1.1 Reissue of Bid Solicitation

A. This bid solicitation cancels and supersedes previous bid solicitation number **W8476-226471/B** dated 15 July 2021 with a closing of 19 August 2021 at 14:00 EDT. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

#### 1.1.1 Requirement

- A. The Department of National Defence (DND) has a requirement to procure 1 Truck, Tractor, Heavy for delivery to CFB Esquimalt, Victoria B.C. The requested delivery date is 150 days after contract award.
- B. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6.

#### 1.2 Security Requirements

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

#### 1.3 COVID-19 vaccination requirement

A. This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

#### 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.

#### **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 <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u>
    (<a href="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</a>) 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 <u>2003</u> (2020-05-28), 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 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.
  - (iii) Section 06, Late bids, is deleted in its entirety;
  - (iv) 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.
- (v) Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety.
- (vi) Section 20, Further information, subsection 2, is deleted in its entirety.

#### 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 epost Connect 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.

#### 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 Risk Mitigation

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.
  - (iii) For the article in Part 2 entitled Insurance Proof of Availability Prior to Contract Award of the bid solicitation: the required submissions; 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 150 days after contract award. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of either a fixed date or a period of time from contract award. Failure to submit a date or time period will be taken as acceptance of delivery within the requested timeframe.

#### 3.5.2 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 B	idder accepts to be paid by any of the following Electronic Payment Instrument(s):
	( )	Direct Deposit (Domestic and International);
	( )	Electronic Data Interchange (EDI); 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 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 evaluated price will be recommended for award of a contract.

#### **ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA**

See attached document entitled:

"ANNEX C TECHNICAL EVALUATION MATRIX TRUCK, TRACTOR, HEAVY dated 2021-02-02"

#### 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 Truck, Tractor, Heavy

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

Item	Delivery Point	Quantity Required (A)	Firm Unit Price (B)	Sub-Total (C = A x B)
001	CFB Esquimalt Major Equipment Section 66 Colwood VICTORIA BC V9A 7N2 CANADA	1	\$	\$

Total (D = sum C)	\$

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

#### 5.1 General

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

#### 5.1.2 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 <a href="Forms for the Integrity Regime">Forms for the Integrity Regime</a> website <a href="(http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html">(http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html</a>), to be given further consideration in the procurement process.

#### 5.2.2 COVID-19 vaccination requirement certification

A. In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification:

I,	(first and last name), as the representative of			
	(name of business) pursuant to			
	(insert solicitation number), warrant and certify that all			
personnel that	(name of business) will provide on the resulting			
Contract who access federal	government workplaces where they may come into contact with public servants			
will be:				

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccination Policy for Supplier Personnel are no longer in effect.

5.3

Α.

5.3.1

5.3.2

5.3.3

A.

Α.

Α.

I certify that all personnel provided by
Signature: Date:
Information you provide on this Certification Form and in accordance with the Government of Canada's COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosed in accordance with the Privacy Act. Please note that you have a right to access and correct any information on your file, and you have a right to file a complaint with the Office of the Privacy Commissioner regarding the handling of your personal information. These rights also apply to all individuals who are deemed to be personnel for the purpose for the Contract and who require access to federal government workplaces where they may come into contact with public servants.
Certifications Precedent to Contract Award and Additional Information
The certifications and additional information listed below should be submitted with the bid but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame specified will render the bid non-responsive.
Integrity Provisions - Required Documentation
In accordance with the section titled "Information to be provided when bidding, contracting, or entering into a real procurement agreement" of the <u>Ineligibility and Suspension Policy</u> ( <a href="https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html">https://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html</a> ), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.
Product Conformance
The Bidder certifies that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of Annex A, Requirement. This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.
Signature of Bidder's Authorized Representative Date
ISO 9001:2015 Quality Management Systems (Quality Assurance Code Q)
The Bidder certifies that it complies, and will continue to comply throughout the duration of the contract, with all of the requirements of the article in Part 6 entitled ISO 9001:2015 Quality Management Systems (Quality Assurance Code Q).
Signature of Bidder's Authorized Representative Date
Signature of Bidder's Authorized Representative Date

Amd. No. - N° de la modif. Original

#### **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 <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u> (<a href="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</a>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

- A. 2010A (2021-12-02), 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:
    - 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 Compliance with on-site measures, standing orders, policies and rules

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

#### 6.3.4 Suspension of the work

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

#### 6.4 Term of Contract

#### 6.4.1 Period of the Contract

A. The period of the Contract is from date of Contract to [to be detailed in the resulting contract] inclusive.

#### 6.4.2 Delivery Dates

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

#### 6.4.3 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 5-3-4-31

Address: Department of National Defence Headquarters

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

[Contact information to be detailed in the resulting contract]

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

Name: Title:

A. The Technical Authority for the Contract is:

	Position: Address:	Department of National Defence Headquarters 101 Colonel By Drive Ottawa, Ontario K1A 0K2
	Telephone: E-mail:	
B.	carried out ununder the Cor	Authority is the representative of the department or agency for whom the Work is being der the Contract and is responsible for all matters concerning the technical content of the Work tract. Technical matters may be discussed with the Technical Authority; however, the nority 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.

6.5.4 Contractor's Representative

[Contact inforn	nation to be detailed in the resulting contrac
Name: Title: Address:	
Telephone: E-mail:	

#### 6.5.5 After Sales Service

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

[Contact info	rmation to be detailed in the resulting contract]
Name: Title:	, <del></del>
Address:	
Telephone: E-mail:	
_	

#### 6.6 Payment

#### 6.6.1 Basis of Payment

#### 6.6.1.1 Firm Unit Price

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

#### 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 proof(s) of training
  - (iii) A copy of the release document and any other documents as specified in the Contract;
  - (iv) Original copies of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
  - (v) A copy of the monthly progress report;
  - (vi) A description of the Work delivered; and
  - (vii) 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 any due payment of the following:
  - (i) Item 001 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.
- 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 <u>2010A</u> (2021-12-02), 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 <u>Defence Production Act</u>, R.S.C. 1985, c. D-1 (<a href="http://laws-lois.justice.gc.ca/eng/acts/d-1/">http://laws-lois.justice.gc.ca/eng/acts/d-1/</a>), 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 <u>Defence Production</u> <u>Act</u>.

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.

Amd. No. - N° de la modif. Original

#### 6.13 Insurance - No Specific Requirement

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

#### 6.14 Inspection and Acceptance

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

#### 6.15 Post-Contract Award Meeting

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

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

- A. In the performance of the Work described in the Contract, the Contractor must comply with the requirements of *ISO* 9001:2015 Quality management systems Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.
- B. It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 1.2 of ISO 9001 are acceptable.

#### 6.16.1 Assistance for Government Quality Assurance (GQA)

- A. The Contractor must provide the Quality Assurance Representative (QAR) with the accommodation and facilities required for the proper accomplishment of GQA and must provide any assistance required by the QAR for evaluation, verification, validation, documentation or release of product.
- B. The QAR must have the right of access to any area of the Contractor's or subcontractor's facilities where any part of the Work is being performed. The QAR must be afforded unrestricted opportunity to evaluate and verify Contractor conformity with quality system procedures and to validate product conformity with the requirements of the Contract. The Contractor must make available for reasonable use by the QAR the equipment necessary for all validation purposes. Contractor personnel must be made available for operation of such equipment as required.
- C. When the QAR determines that GQA is required at a subcontractor's facilities, the Contractor must provide for this in the purchasing document and forward copies to the QAR, together with relevant technical data as the QAR may request.
- D. The Contractor must notify the QAR of non-conforming product received from a subcontractor when the product has been subject to GQA.

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

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

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

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

Director of Quality Assurance (DQA) National Defence Headquarters MGen George R. Pearkes Building 101 Colonel By Drive Ottawa, Ontario K1A 0K2

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

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

Atlantic - Halifax: 902-427-7224 or 902-427-7150 Quebec - Montreal: 514-732-4401 or 514-732-4477

Quebec - Quebec City: 418-694-5996

National Capital Region - Ottawa: 819-939-8605 or 819-939-8608

Ontario - Toronto: 416-635-4404, ext. 6081 or 2754

Ontario - London: 519-964-5757

Manitoba/Saskatchewan - Winnipeg: 204-833-2500, ext. 6574

Alberta - Calgary: 403-410-2320, ext. 3830 Alberta - Edmonton: 780-973-4011, ext. 2276

British Columbia - Vancouver: 604-225-2520, ext. 2460

British Columbia - Victoria: 250-363-5662

- C. The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.
- D. The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.
- E. Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for three years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

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

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

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

Director of Quality Assurance
National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa. Ontario K1A 0K2

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

- B. If the Contractor has not been contacted by the QAR performing GQA in the Contractor's facility or area within 45 working days of award of the Contract, the Contractor must notify the Contracting Authority.
- C. Where no official arrangements for mutual GQA have been concluded, the Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director of Quality Assurance. If the GQA services must be provided on a cost-recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.
- D. The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the materiel or services provided conform to the requirements of the Contract.
- E. The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.
- F. Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for 3 years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

#### 6.18 Quality Assurance Document

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

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

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

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

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

- 6.19 Release Documents (Department of National Defence): United States-based Contractor
- A. Material must be released for shipment using a DD Form 250, Material Inspection and Receiving Report, or a release document containing the same information and acceptable to the Quality Assurance Representative. The Contractor must prepare the release document(s).

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

- 6.19 Release Documents (Department of National Defence): Foreign-based Contractor
- A. Material must be released for shipment using a Certificate of Conformity in accordance with NATO STANAG 4107 which must be prepared by the Contractor.

#### 6.20 Release Documents - Distribution

- A. The Contractor must prepare the release documents in a current electronic format and distribute them as follows:
  - (i) 1 copy mailed to consignee marked: "Attention: Receipts Officer";
  - (ii) 2 copies with shipment (in a waterproof envelope) to the consignee;
  - (iii) 1 copy to the Contracting Authority;
  - (iv) 1 copy to:

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

Attention: [Contact information to be detailed in the resulting contract]

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

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

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

#### 6.21 Material

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

#### 6.22 Interchangeability

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

#### 6.23 Vehicle Safety

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

#### 6.24 Recall Notices

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

#### 6.25 Packaging

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

#### 6.26 Wood packaging materials

- A. All wood packaging materials used in shipping must conform to the <u>International Standards for Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15)</u> (https://www.ippc.int/en/core-activities/standards-setting/ispms/).
- B. Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:
  - (i) D-98-08 Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States (http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993); and
  - (ii) D-13-01 <u>Canadian Heat Treated Wood Products Certification Program (HT Program)</u> (http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967).

#### 6.27 Preparation for Delivery

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

#### 6.28 Delivery of Dangerous Goods/Hazardous Products

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

National Defence Headquarters MGen George R. Pearkes Building 101 Colonel By Drive Ottawa, Ontario K1A 0K2 Attention: DSCO 5-4-2

- (ii) 1 copy sent in any electronic format to the following address: MSDS-FS@FORCES.GC.CA.
- C. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
- D. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial, and municipal laws and by-laws.
- E. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

#### 6.29 Tools and Loose Equipment

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

#### 6.30 Delivery and Unloading

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

#### 6.31 Incomplete Assemblies

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

#### 6.32 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.

#### 6.33 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.

#### 6.34 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.

#### 6.35 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 <a href="mailto:boa.opo@boa.opo.gc.ca">boa.opo@boa.opo.gc.ca</a>.

#### **ANNEX A - REQUIREMENT**

See attached document(s) entitled:

"ANNEX A PURCHASE DESCRIPTION TRUCK, TRACTOR, HEAVY dated 2021-05-05"

#### **ANNEX B - BASIS OF PAYMENT**

#### 1. General

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

#### 2. Firm Goods and/or Services

#### 2.1 Truck, Tractor, Heavy

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

Item	Delivery Point	Delivery Date	Quantity Required	Make/Model	Firm Unit Price
001	CFB Esquimalt Major Equipment Section 66 Colwood VICTORIA BC V9A 7N2 CANADA	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	\$[Cost to be detailed in the resulting contract]

3.	Option	Extended	Warranty	Period
----	--------	----------	----------	--------

A.	If the warranty period is extended for an ac	dditional period of	months/calendar days,	the Contractor will
	be paid a firm unit price of \$	per vehicle/equipment	applicable taxes are ext	ra





NOTICE

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

## SIN

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

# ANNEX C TECHNICAL EVALUATION MATRIX

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

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

Bidder is required to indicate the document name/title and page number where the Substantial Information can be found.

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

BIDDER INFORMATION
Bidder Name:
Address:
Proposal Date:
Substitutes/Alternatives

Are any equipment substitutes/alternatives offered as Equivalent?

YES | NO |

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

I			

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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	TRUCK, TRACTOR, HEAVY	ror, heavy		
PD Reference	Requirement	Substantial Information required	Value	Location of Substantial Information in Bid Proposal
3.4 (a)	The vehicle <i>must</i> have a road speed of at least 105 km/h when operating at or above the specified gross combined weight rating (paragraph 3.4.1) on a flat level road;			
3.4.(c)	The vehicle <b>must</b> have a gross engine horsepower of at least that given as " <b>HORSEPOWER</b> " in the Data Table (paragraph 1.4).	Substantial Information		
3.4.1	Ratings - The vehicle must have a gross combined weight rating (GCWR) of at least that given as "GCWR" in the Data Table (paragraph 1.4).	Substantial Information		
3.5. (a) i	Cab/Full Sleeper The vehicle must be provided with a conventional airsuspended cab/full sleeper;			
3.6	The vehicle <i>must</i> be provided with a high strength steel frame with a resisting bending moment of at least "FRAME RBM" as given in the Data Table (paragraph 1.4);	Substantial Information		
3.6.1(a)	<u>Suspension</u> The vehicle <i>must</i> be provided with a front spring suspension and a rear, highway type, air suspension;	Substantial Information		

R, HEAVY	Substantial Information	Make Model		Substantial Information	Substantial Information		Substantial Information	Substantial Information	Substantial Information	
TRUCK, TRACTOR, HEAVY	Engine – The vehicle must be provided with a diesel sugine.	Mc Mc	The fuel tanks for vehicles with sleeper cabs <i>must</i> have a total capacity of at least "FUEL CAPACITY – SLEEPER" as given in the Data Table (paragraph 1.4);	Fuel-Fired Heater The vehicle must be provided with a fuel-fired coolant heater;	The fuel-fired coolant heater <i>must</i> have an output of at least 4 kW(14,000 btu/hr);	The vehicle <i>must</i> be provided with a manual transmission;	The transmission <i>must</i> have at least 18 forward speeds <i>Im</i>	Axles  The vehicle <i>must</i> be provided with an I-beam front axle; Interpretation in the second in the	The vehicle <i>must</i> be provided with tandem rear drive sules or tridem rear drive axles;	All axles <i>must</i> be provided with highway tires;
	3.7		3.7.2(a)	3.7.4(a) i	37.4(a) ii	3.8.1(a)	3.8.1(b)	3.8.2(a)	3.8.2 (c)	3.11 (a)

TRUCK, TRACTOR, HEAVY			Substantial Information	Substantial Information
	The electrical system <i>must</i> be provided with an alternator with an output of at least 200 amperes;	The electrical system <i>must</i> be provided with maintenance-free batteries with a total rating of at least 2,500 cold cranking amperes (CCA)	The vehicle <i>must</i> be provided with an air operated, fifth standard wheel assembly;	3.20.1 (a) i The vehicle <i>must</i> be provided with an auxiliary power unit <i>s</i> <sub>t</sub> (APU);
	3.14 (a)	3.14 (b)	3.20 (a) i	3.20.1 (a) i

## 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. a



2021-05-05



#### 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 <u>Scope</u> This Purchase Description covers the requirements for highway tractors with accessories.
- 1.2 <u>Instructions</u> The following instructions apply to this Purchase Description.
  - (a) Requirements, which are identified by the word "must", are mandatory. Deviations will not be permitted;
  - (b) Requirements identified with a "will" define actions to be performed by Canada and require no action/obligation on the Contractor's part;
  - (c) Where "*must*" or "will" are not used, the information supplied is for guidance only;
  - (d) Where a standard is specified and the Contractor has offered an **equivalent**, that **equivalent** standard **must** be supplied by the Contractor;
  - (e) Where a technical certification is referred to in this Purchase Description, a copy of the certification or an acceptable **Proof of Compliance** *must* be supplied for the vehicle when requested by the **Technical Authority** up until the date of the expiration of the warranty period; and
  - (f) 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.

#### 1.3 **Definitions**

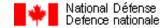
- (a) **"Provided"** means "provided and installed";
- (b) "**Technical Authority**" means the official responsible for the technical content of this requirement;
- (c) "Equivalent" means a standard, means, or component type, which the Technical Authority has approved for this requirement as meeting 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;

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- (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 the driver and passenger(s) (80 kg per person) and the weight of their personal kit and equipment. 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, plus the weight of the trailer and payload in the trailer;
- "Gross Axle Weight" (GAW) means the maximum load on an axle with the vehicle fully loaded; and
- (k) "Gross Axle Weight Rating" (GAWR) means the load capacity of an axle.
- 1.4 <u>Data Table</u> The following table shows required performance and dimensions.

CHARACTERISTIC	PARAGRAPH		UNITS
GRADABILITY	3.4 (b)	%	0.7
HORSEPOWER	3.4 (c)	HP	550
GCWR	3.4.1	kg	63,500
FRAME RBM	3.6 (a)	kg-m	24,300
FUEL CAPACITY - SLEEPER	3.7.2 (a)	litres	900
FIFTH WHEEL LOAD	3.20 (a) v	kg	22,680

RDIMS # 5088677 Page 2 of 20



1.4.1 <u>Accessory Table</u> - The following table indicates with an "X", the accessories, features, additional items and training.

DESCRIPTION	PARAGRAPH	
Cab/Full Sleeper	3.5 (a)	Х
Addition of Second Bunk	3.5.1 (a)	Х
Refrigerator	3.5.1 (b)	Х
Television	3.5.1 (c)	Х
Microwave Oven	3.5.1 (d)	Х
Wind Deflector for Full Sleeper	3.5.1 (e)	Х
Fuel-Fired Heater	3.7.4 (a)	Х
Winter-front	3.7.4 (b)	Х
Hydraulic Wet Kit	3.16.1 (a)	Х
Automatic Greasing System	3.17.1 (a)	Х
Auxiliary Power Unit	3.20.1 (a)	Х
Dangerous Goods Placard Holder	3.20.1 (b)	Х
Digital Maintenance Manual - English	4.1.4 (a)	Х
Digital Parts Manual	4.1.4 (c)	Х
Training – Familiarization – English	4.2 (a)	Х

RDIMS # 5088677 Page 3 of 20



**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 Standards

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/acts-1993c16.htm

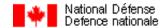
Hazardous Products Act

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

Federal Standard 595C

COLOURS USED IN GOVERNMENT PROCUREMENT
U.S. General Services Administration http://www.gsa.gov/portalcontent/142623

RDIMS # 5088677 Page 4 of 20



### 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** include all components and accessories normally supplied for this application, although they may not be specifically described in this Purchase Description;
- (c) The vehicle **must** have engineering certification available for this application from the original manufacturers of major equipment, systems and assemblies;
- (d) 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; and
- (e) The vehicle and accessories *must* operate in accordance with all original equipment manufacturers' (OEM) rated capacities and performance specifications.

# 3.2 Operating Conditions

- 3.2.1 <u>Weather</u> 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 <u>Terrain</u> The vehicle *must* operate on highways and secondary roads in all seasons and all-weather conditions.

### 3.3 Safety Standards

- 3.3.1 <u>Vehicle Safety Regulations</u> The vehicle *must* meet the provisions of the Canada Motor Vehicle Safety Act.
- 3.3.2 <u>Hazardous Materials</u> 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 the time of delivery.

## 3.4 **Performance**

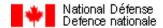
- (a) The vehicle **must** have a road speed of at least 105 km/h when operating at or above the specified gross combined weight rating (paragraph 3.4.1) on a flat level road;
- (b) The vehicle *must* have a gradability, at a speed of at least 90 km/h, of at least that given as "GRADABILITY" in the Data Table (paragraph 1.4), when operating at or above the specified gross combined weight rating (paragraph 3.4.1); and
- (c) The vehicle **must** have a gross engine horsepower of at least that given as "**HORSEPOWER**" in the Data Table (paragraph 1.4).
- 3.4.1 **Ratings** The vehicle *must* have a gross combined weight rating (GCWR) of at least that given as "GCWR" in the Data Table (paragraph 1.4).

# 3.5 Vehicle Cab

# (a) Cab/Full Sleeper

- i The vehicle *must* be provided with a conventional air-suspended cab/full sleeper;
- ii The full sleeper cabin *must* have a length of at least 1,750 mm, when measured from the rear of the seat in its forward position to the exterior face of the back wall of the sleeper cab;

RDIMS # 5088677 Page 5 of 20



- iii The full sleeper cabin *must* be provided with a foam mattress bed, which is at least 750 mm wide;
- iv The full sleeper cabin *must* be provided with an alarm clock; and

# v Air Conditioning/Heating System

- The full sleeper cabin *must* be provided with an air conditioning/heating system with an operator control panel;
- 2. The air conditioning/heating system and supplied appliances *must* be operable from the vehicle battery through the master disconnect switch only when the vehicle engine is operating; and
- When the vehicle engine is not operating, the air conditioning/heating system and supplied appliances *must* be operable using a plug-in to a 115 Volt AC receptacle on the power grid or from the power supplied by the auxiliary power unit (if installed)
- vi The full sleeper cabin *must* be a high roof unit and be fully open from the cab into the sleeper; and
- vii The full sleeper cabin *must* be provided with an overhead or side console(s) with USB charger outlets for at least two (2) cellular phones.

#### (b) Cab Requirements

i The cab *must* be provided with a tinted windshield;

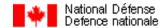
# ii Wipers

- 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 vehicle *must* have the manufacturer's highest level of noise and thermal insulation throughout the cab and cab floors;
- iv The vehicle *must* be provided with the manufacturer's premium level of interior fittings;
- v The cab *must* be provided with two (2) rotating and pivoting interior sun visors;
- vi The cab *must* be provided with armrests on both doors, coat hooks and rubber mats:

#### vii Windows

- 1. The cab *must* be provided with powered windows; and
- The cab *must* be provided with a visibility window in the front lower portion of the right hand door or a look-down mirror mounted at the top of the right hand door.
- viii The cab *must* be provided with an exterior sun visor over the front windshield:
- ix The cab *must* be provided with powered door locks;
- The cab *must* be provided with a CB radio with at least forty (40) channels;
- xi The cab **must** be provided with a stone and bug deflector mounted on the front hood; and

RDIMS # 5088677 Page 6 of 20



ΧÏ The cab *must* be provided with air horn(s), protected from snow clogging. (c) **Seats** The vehicle *must* be provided with high-back, driver and co-driver medium i to dark coloured cloth upholstered seats; ii The seats *must* be provided with a fold-up arm rest on the interior side; ijί The vehicle *must* be provided with push button controlled, air suspension driver and co-driver seats that operate from the vehicle's air system; and The seats must be provided with retractable shoulder/lap seat belt İν assemblies. (d) Mirrors i A rear view mirror system *must* be provided on the exterior of each side of the vehicle cab providing the operator with clear visibility to the sides and rear of the vehicle: ii Each mirror system *must* be provided with a tall and narrow "West-Coast" style flat section having a surface area of at least 40,000 mm<sup>2</sup>; ijί Each mirror system *must* be provided with a convex mirror section, located below the flat section, that has a surface area of at least 20,000 mm<sup>2</sup>; Mirror glass must be separately replaceable; İ۷ The flat section of the mirrors on both sides of the vehicle *must* be power adjustable from an in-cab control accessible to the operator; νi The flat and convex mirrors *must* be provided with heating defrost elements: Mirror heating must be activated by an in-cab control accessible to the vii operator; and viii Heating elements *must* be replaceable. (e) **Fender Mirror** i Fender mirrors *must* be provided on or over the right and left hand front fenders: and The fender mirrors *must* have a convex surface with an area of at least ii 20.000 mm<sup>2</sup>. (f) **Air Conditioning** – The vehicle *must* be provided with an air conditioning system; (g) Radio 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. (h) Keys A common key must be used for all cab and chassis locks; and i ii This *must* include, but is not limited to, ignition and doors.

# 3.5.1 Cab Accessories

### (a) Addition of Second Bunk

i The vehicle *must* be provided with a second foam mattress bed above the mattress described in paragraph 3.5.1 (a) iv;

RDIMS # 5088677 Page 7 of 20



- ii The second foam mattress *must* be at least 750 mm wide; and
- iii The second foam mattress *must* only be mounted in cab/full sleeper.
- (b) Refrigerator The full sleeper cabin *must* be provided with a refrigerator;

# (c) Television

- The full sleeper cabin *must* be provided with a colour television;
- ii The television *must* be connected to an SD/HD antenna; and
- iii The television *must* be provided with a DVD player.
- (d) <u>Microwave Oven</u> The full sleeper cabin *must* be provided with a microwave oven;

# (e) Wind Deflector for Full Sleeper

- i The vehicle *must* be provided with an aerodynamic wind deflector for a full sleeper:
- ii The wind deflector *must* be for use in a dry van application; and
- iii The wind deflector *must* be permanently attached or removable with permanently fixed attachment points.

#### 3.6 Chassis

- (a) The vehicle **must** be provided with a high strength steel frame with a resisting bending moment of at least "**FRAME RBM**" as given in the Data Table (paragraph 1.4);
- (b) The vehicle with a cab/sleeper *must* have a wheelbase of between 5,840 mm and 6,200 mm, when supplied with rear tandem drive axles; and
- (c) The vehicle *must* have a wheelbase of between 5,840 mm and 6,200 mm, when supplied with rear tridem drive axles.

# 3.6.1 Suspension

- (a) The vehicle *must* be provided with a front spring suspension and a rear, highway type, air suspension;
- (b) The suspension system *must* be provided with shock absorbers at all wheel stations;
- (c) The rear suspension system *must* be provided with an immediate response, automatic ride height control valve;
- (d) The rear suspension system *must* be provided with a manual control dump valve to evacuate air from the suspension system; and
- (e) The control for the dump valve *must* be mounted in the cab within easy reach of the driver
- 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 air filter *must* be a replaceable dry-type; and
- iii The vehicle air intake system *must* be provided with an air filter restriction gauge, mounted inside the vehicle cab, which is visible from the driver's position.
- (b) The engine *must* be provided with engine coolant suitable for temperatures down to -40 degrees;

RDIMS # 5088677 Page 8 of 20



- (c) The engine *must* be provided with an exhaust system that has a vertical stack that clears the cab roofline with an exhaust elbow above the roofline;
- (d) The engine cooling system *must* be provided with a thermostatic fan; and
- (e) The engine must be provided with an internal engine compression brake and an exhaust brake.

### 3.7.2 Fuel Tanks

- (a) The fuel tanks for vehicles with sleeper cabs **must** have a total capacity of at least "FUEL CAPACITY SLEEPER" as given in the Data Table (paragraph 1.4); and
- (b) The fuel tank filler area *must* be marked to identify the required vehicle fuel.

# 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;
- (c) The battery *must* be provided with a 110-volt battery blanket; and
- (d) The engine *must* be provided with a heated fuel filter/water separator to preheat diesel fuel prior to starting.

# 3.7.4 Engine Accessories

# (a) Fuel-Fired Heater

- i The vehicle *must* be provided with a fuel-fired coolant heater;
- ii The fuel-fired coolant heater *must* have an output of at least 4 kW(14,000 btu/hr);
- iii The fuel-fired coolant heater *must* draw its fuel from the engine fuel reservoir:
- iv The fuel-fired coolant heater *must* be provided with a controller that is programmable for seven (7) days or more; and
- v The exhaust from the fuel-fired coolant heater *must* be directed away from the vehicle.
- (b) Winter-front A removable winter-front *must* be provided on the vehicle.

# 3.8 Vehicle Driveline

### 3.8.1 Manual Transmission (18 Speed)

- (a) The vehicle *must* be provided with a manual transmission;
- (b) The transmission *must* have at least 18 forward speeds; and
- (c) The throw-out bearing *must* be able to be lubricated without inspection cover removal.

# 3.8.2 **Axles**

- (a) The vehicle *must* be provided with an I-beam front axle;
- (b) The front axle *must* be a setback type;
- (c) The vehicle **must** be provided with tandem rear drive axles or tridem rear drive axles; and
- (d) All rear axles *must* be provided with driver controlled differential locks.

RDIMS # 5088677 Page 9 of 20

### National Défense Defence nationale

# ANNEX A PURCHASE DESCRIPTION TRUCK, TRACTOR, HEAVY

## 3.9 Brake System

- (a) The vehicle *must* be provided with full air actuated service brakes and spring actuated parking brakes;
- (b) The brake system *must* be provided with an anti-lock brake system (ABS) suitable for the axle rating supplied. It is acceptable to provide an ABS with automatic traction control;
- (c) The brake system *must* be provided with S-cam type air brakes with automatic slack adjusters;
- (d) The brake system *must* be provided with an air compressor with a capacity of at least 0.42 cubic metres per minute;
- (e) The brake system *must* be provided with a wet air reservoir with a quick connect fitting for the connection of an air-hose;
- (f) The wet air reservoir *must* be provided with a pull type drain that is accessible from beside the vehicle;
- (g) The brake system *must* be provided with an automatic air dryer with a heated dump valve;
- (h) The brake system *must* be provided with emergency brake chambers on all rear axles:
- The brake system *must* be provided with a trailer brake control mounted on or near the steering column;
- (j) Two (2) air-lines *must* be provided for connection to the trailer air system;
- (k) The service air-line *must* be blue and the emergency air-line red; and
- (I) Trailer brake hoses *must* be coiled behind the cab or cab/sleeper.

# 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) All axles *must* be provided with highway tires;
- (b) The tires *must* be steel-belted, tubeless and radial;
- (c) Rear axles *must* be provided with dual tires at each wheel station;
- (d) The tires *must* be mounted on hub pilot disc wheels;
- (e) All wheels **must** be provided with loose wheel nut indicators;
- (f) The wheel assemblies **must** have a capacity equal to or greater than the load applied, at the top vehicle speed (paragraph 3.4 (a)); and
- (g) The wheel assemblies must be assembled in accordance to the tire and rim manufacturer's specifications.
- 3.12 <u>Controls</u> 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

RDIMS # 5088677 Page 10 of 20

# National Défense Defence nationale

# ANNEX A PURCHASE DESCRIPTION TRUCK, TRACTOR, HEAVY

- (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 a total rating of at least 2,500 cold cranking amperes (CCA);
- (c) The electrical system *must* be provided with a master disconnect switch to isolate the batteries from the electrical system;
- (d) Shutting off the master disconnect switch *must* not cause an unsafe situation with the fuel-fired pre-heater (if installed);
- Shutting off the master disconnect switch *must* not remove power from the CB radio or demand a reset of any of the radio / clock pre-sets on the vehicle;
- (f) The wiring must be protected by insulating grommets where passing through metal;
- (g) The electrical system *must* be provided with four (4) knockouts for extra switches on the dashboard; and
- (h) 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 or LED lights;
- (c) The lighting system *must* be provided with clearance lights, stop lights, turn signal lights, tail-lights and reverse movement lights;
- (d) The vehicle *must* be provided with fog lights either inset in the bumper or mounted below the bumper;

#### (e) Beacon Lights

- i The lighting system *must* be provided with two amber beacon lights;
- ii The beacon lights *must* be mounted so as to provide maximum vehicle visibility;
- iii The beacon lights *must* be designed for 360-degree visibility; and
- V One beacon light *must* be mounted on each side of the fairing or on the headache rack, if no fairing is present.

# (f) Deck Floodlight

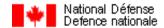
- i The lighting system *must* be provided with one deck floodlight; and
- ii The deck floodlight **must** be mounted at the top centre of the cab or fairing, pointing at the 5th wheel.

# (g) Side Floodlights

- i The lighting system *must* be provided with two (2) side floodlights;
- ii One side floodlight *must* be mounted on each lower side of the fairing or on the headache rack, if no fairing is present; and
- iii The side floodlights *must* provide light for nighttime trailer connections.
- (h) All floodlights *must* be activated using one switch in the cab.
- 3.16 <u>Hydraulic System</u> There are no specified hydraulic capabilities on the basic Configuration of the vehicle.

# 3.16.1 **Hydraulic Accessories**

RDIMS # 5088677 Page 11 of 20



## (a) Hydraulic Wet Kit

- i The vehicle *must* be provided with an hydraulic wet kit;
- ii As part of the hydraulic wet kit, the vehicle *must* be provided with a Parker C102 air controlled pump (0.38-0.49 MPa & 105 litres per minute @ 1000 RPM) or **equivalent** suitable for float and dump type trailers;
- iii As part of the hydraulic wet kit, the vehicle *must* be provided with a Chelsea 489 Series PTO or **equivalent**;
- iv The hydraulic wet kit **must** have the PTO controls mounted on the vehicle dashboard;
- v The hydraulic wet kit must be provided with a hydraulic reservoir;
- vi The hydraulic reservoir *must* have a hydraulic oil capacity of at least 185 litres;
- vii The hydraulic reservoir *must* be mounted above the frame rails between the pillars of the headache rack or **equivalent**;
- viii The hydraulic wet kit *must* have hoses routed under the headache rack through the bulkhead plate or **equivalent**; and
- ix The hydraulic wet kit *must* have hoses installed with quick couplers for rapid disconnect from the trailer.

#### 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.

### 3.17.1 Lubrication Accessories

## (a) Automatic Greasing System

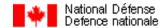
The vehicle *must* be provided with an automatic greasing system;

# ii Grease Distribution

- 1. The grease supplied to the greasing points *must* be metered in accordance with the manufacturer's specifications;
- 2. The grease distribution on the front axle(s) may include but is not limited to: springs; kingpins; drag links; slack adjusters; cams; clevis and tie rods: and
- The grease distribution on the rear axle(s) may include but is not limited to: springs; kingpins; drag links; slack adjusters; cams; clevis and tie rods.
- iii The system *must* be provided with a telltale light located in the vehicle cab, in a location visible to the driver, indicating that the system is functioning properly or not; and
- iv The system *must* be provided with a low grease level alarm which is audible within the vehicle cab.
- 3.18 **Paint Colour** The vehicle *must* be painted in white colour.

# 3.18.1 Corrosion Protection

RDIMS # 5088677 Page 12 of 20



- (a) The vehicle **must** be provided with a rust protection treatment such as Krown Rust Control, Rust Check or an **equivalent**; and
- (b) The warranty papers from the rust protection system provider *must* accompany each vehicle.
- 3.19 <u>Identification</u> The vehicle information (manufacturer's name, model, Vehicle Identification Number (VIN) and the GAWR, GVWR and GCWR ratings) *must* be permanently marked in a conspicuous and protected location(s).

### 3.19.1 Warning and Instruction Plates

- (a) The vehicle *must* be provided with warning and operation instruction plates in accordance SAE J115; and
- (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) Fifth Wheel

- The vehicle must be provided with an air operated, fifth wheel assembly;
- ii The fifth wheel assembly **must** have a fore/aft slide adjustment range of at least 600 mm;
- iii The vehicle *must* have an unloaded fifth wheel height of no more than 1,245 mm;
- iv The fifth wheel assembly **must** be provided with tapered end frame rails and fifth wheel pick-up ramps; and
- v The vehicle *must* have a fifth wheel vertical load rating of at least that given as "FIFTH WHEEL LOAD" in the Data Table (paragraph 1.4).

# (b) Deck Plate

- The vehicle *must* be provided with a deck plate to cover the area between the rear of the cab and the fifth wheel.
- ii The deck plate *must* be fabricated from non-slip expanded aluminum; and

### iii Access to Deck Plate

- The deck plate *must* be provided with non-slip access from each side of the vehicle; and
- The access *must* be an expanded aluminum step assemblies, or equivalent.

# (c) <u>Trailer Electrical Connection</u>

- i The vehicle *must* be provided with one (1) seven (7) conductor, coil type trailer electrical cable assembly; and
- ii The cable *must* be provided with a receptacle that permits use with both ABS and non-ABS trailers.

# (d) Fenders

- i The vehicle *must* be provided with quarter-length fenders over the front wheels of the rear tandem or tridem; and
- ii The fenders *must* be fabricated from stainless steel.

# (e) Headache Rack

RDIMS # 5088677 Page 13 of 20

### National Défense Defence nationale

(f)

(g)

# ANNEX A **PURCHASE DESCRIPTION** TRUCK, TRACTOR, HEAVY

i The vehicle *must* be provided with a headache rack assembly; ii The headache rack assembly *must* be provided with lockable chain racks; ijί The chain racks *must* hold up to ten chains; The vehicle *must* be provided with a towel bar or other device, to support ίV unhooked cables/hoses,; The towel bar or other device *must* be mounted on the rear of cab or V sleeper or on the headache rack; and Grab handles must be mounted on each side of the headache rack to νi provide a hand hold for someone climbing on or off the deck. **Weatherproof Compartment** i The vehicle *must* be provided with a weatherproof compartment (storage box); ii The compartment *must* be installed on the frame rail on the curb side of the vehicle: ijί The compartment *must* have a volume at least 0.23 m<sup>3</sup> with no dimension less than 300 mm: İν The compartment *must* be provided with a door with padlock hasps for locking; The compartment *must* have the interior sprayed with X-Box Liner or V equivalent; The floor of the compartment *must* be lined with Dry-Dek® vinyl flooring vi mat or equivalent; and vii The compartment *must* be provided with a drain valve. **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 sufficient strength to permit the recovery of the vehicle. **License Plate Holders** The vehicle *must* be provided with front and rear license plate holders; and

#### (h)

- The rear license plate *must* be illuminated.
- Filler Caps The vehicle *must* be provided with permanently marked filler caps, (i) which identify the contents using international symbols or in writing using both French and English; and

#### Mud flaps (j)

- i The vehicle *must* be provided with front and rear mud flaps; and
- ii The rear mud flaps *must* be mounted on angle type spring loaded hangers or equivalent.

#### 3.20.1 **Accessories**

#### **Auxiliary Power Unit** (a)

- i The vehicle *must* be provided with an auxiliary power unit (APU);
- ii The APU *must* be a stand-alone, self-contained system;

**RDIMS # 5088677** Page 14 of 20



iii	The APU <i>must</i> be provided with a heating and air conditioning system to heat and cool the cab/sleeper(s) without connecting to the vehicle systems;
iv	The APU <i>must</i> supply 110-volt AC current for all electrical equipment furnished with the sleeper and the engine cold start heater(s);
V	The APU <i>must</i> charge the vehicle batteries;
vi	The APU <i>must</i> operate using fuel from the vehicle's fuel tank;
vii	The APU <i>must</i> be housed in a sound and weatherproof stainless steel or aluminum enclosure with a removable access cover(s) that is suitably vented to allow the engine to be operated when the enclosure is shut;
viii	The APU <i>must</i> be mounted to the vehicle main frame rail;
ix	The APU <i>must</i> be mounted to attenuate noise transmission into the cab/sleeper;
X	The APU <i>must</i> be provided with a multi-function remote control panel located in the sleeper; and
xi	The APU <i>must</i> be provided with a programmable timer.

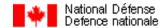
# (b) <u>Dangerous Goods Placard Holder</u>

- i The vehicle *must* be provided with one (1) aluminum dangerous goods placard holder;
- ii The holder *must* be mounted on the front of the vehicle on the left side.

# 3.21 Vehicle Delivery Condition

- (a) The vehicle *must* be delivered to destination in a fully operational condition (serviced and adjusted);
- (b) The vehicle *must* be completely cleaned;
- (c) For shipment verification, items such as wheel wrenches, jacks, and all other tools, accessories, which are shipped loose, *must* be listed on the shipping certificate or to an attached packing note;
- (d) The vehicle fuel tank(s) *must* be no less than half full on delivery; and
- (e) Lubricants installed in the vehicle at time of delivery *must* be suitable for the destination and the season of delivery.

RDIMS # 5088677 Page 15 of 20



### 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 as a searchable PDF;
- iv On-line maintenance manuals may be supplied in lieu of the digital maintenance manuals, however, these *must* be provided without subscription fees;
- v Digital copies *must* be functional without the requirement for a password, an auto-run installation procedure or an Internet connection;
- vi Digital copies *must* be supplied on a CD or a DVD;
- vii A separate CD/DVD *must* be supplied with all accessories;
- viii The CD or DVD *must* be permanently and legibly marked with a list of contents:
- ix Manuals will not be returned;
- 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 leftfront 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 threequarter 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* have a plain background;
- 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;

RDIMS # 5088677 Page 16 of 20



- 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*;
- (g) <u>Training Plan(s)</u> 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) <u>Line Setting Ticket</u> 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*.

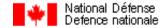
### 4.1.2 Items Supplied with Each Vehicle

- (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; and
- ii The safety data sheets *must* be the same as those provided to the *Technical Authority* as per paragraph 4.1.2 (e).
- (d) <u>Rust Protection Warranty</u> The Contractor *must* supply a copy of the warranty letter from the rust protection provider;

RDIMS # 5088677 Page 17 of 20



(e) <u>Line Setting Ticket</u> – The Contractor *must* supply a copy of the production line setting ticket with supplemental list; and

### 4.1.3 Additional Items

# (a) <u>Digital Maintenance Manual - English</u>

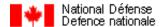
- The Contractor *must* supply the approved searchable digital maintenance (shop repair) manuals in English required for maintenance and repair of the vehicle features and accessories;
- ii The Contractor may supply this deliverable as a bilingual package;
- iii On-line maintenance manuals may be supplied in lieu of the digital maintenance manuals, however, these *must* be provided without subscription fees.
- iv Paper format maintenance manuals may be supplied in lieu of the digital maintenance manuals.

# (b) <u>Digital Parts Manual</u>

- i The Contractor *must* supply the approved searchable digital parts manuals required the vehicle, features and accessories on a CD/DVD;
- ii On-line parts manuals may be supplied in lieu of the digital maintenance manuals, however, these *must* be provided without subscription fees; and
- iii Digital copies *must* be functional without the requirement for a password, an auto-run installation procedure or an Internet connection.
- 4.1.4 <u>ILS Deliverables</u>. The following table indicates the ILS elements that the Contractor *must* deliver, including the medium (paper or digital), the expected means of delivery and the reference paragraph.

Deliverables	PD Ref	<b>Delivery Location</b>	Delivery Timing
Operator's Manuals	4.1.2(a)	With Each Vehicle	At Delivery
Warranty Letter	4.1.2(b)	With Each Vehicle	At Delivery
Safety Data Sheets	4.1.2(c)	With Each Vehicle	At Delivery
Rust Protection Warranty	4.1.2(d)	With Each Vehicle	Within 15 Days After
			Vehicle Delivery
Line Setting Ticket	4.1.2(e)	With Each Vehicle	At Delivery
Manuals for Approval	4.1.1(a)	To Technical	30 Days Prior to
		Authority	Vehicle Delivery
Photographs and Line Drawings	4.1.1(b)	To Technical	15 Days Prior to
		Authority	Vehicle Delivery
Data Summary	4.1.1(c)	To Technical	15 Days Prior to
		Authority	Vehicle Delivery
Warranty Letter	4.1.1(d)	To Technical	15 Days Prior to
		Authority	Vehicle Delivery
Safety Data Sheets	4.1.1(e)	To Technical	15 Days Prior to
		Authority	Vehicle Delivery
Rust Protection Warranty	4.1.1(f)	To Technical	Within 15 Days After
		Authority	Vehicle Delivery
Maintenance and Parts Manuals	4.1.3	To Each Destination	Within 30 Days After
			Vehicle Delivery
Training			

RDIMS # 5088677 Page 18 of 20



	Familiarization	4.2	At Receiving Base(s)	Draft-30 days Prior to
				Deliver
				TA Approval-14 days
				Updated(if required)-
				14 davs \
				,

# 4.2 Training

## (a) Training – Familiarization - English

- The Contractor *must* supply a familiarization course in English, at the delivery destination, optimized for operators and technicians who are qualified on the vehicle type but require training on newer or unique features and sub-systems of the delivered model;
- ii The instructor *must* be an OEM Factory Certified Training Provider;

### iii <u>Curriculum</u>

- The familiarization course *must* include operation and maintenance segments;
- The operation segment *must* include safety precautions to be observed while operating and servicing the vehicle, vehicle operating characteristics, pre-operating and shutdown procedures and daily/weekly operator servicing procedures;
- The operation segment *must* include sub-systems including automatic grease system and pre-heaters; and
- 4. The operation segment *must* demonstrate all safety measures required for safe vehicle maintenance.
- iv The familiarization course *must* have a minimum duration of eight (8) hours, divided into four (4) hours for operators and four (4) hours for technicians:
- v The familiarization course *must* accommodate up to eight (8) personnel; four (4) operators and four (4) technicians;
- vi For vehicles shipped to DND, the date for the familiarization course *must* be arranged with the *Technical Authority*, or the identified user or designated contact person for vehicles shipped for users other than DND:
- vii After completion of the familiarization course, the Contractor *must* have the "PROOF OF FAMILIARIZATION" certificate signed by the senior course attendee; and
- viii The **Technical Authority** will supply the "**PROOF OF FAMILIARIZATION**" document template in a digital format.

# (b) Training – Familiarization - French

- i The Contractor **must** supply a familiarization course in French when requested by the **Technical Authority**, at the delivery destination, optimized for operators and technicians who are qualified on the vehicle type but require training on newer or unique features and sub-systems of the delivered model:
- ii The instructor *must* be an OEM Factory Certified Training Provider;

RDIMS # 5088677 Page 19 of 20



# iii <u>Curriculum</u>

- The familiarization course *must* include operation and maintenance segments;
- 2. The operation segment *must* include safety precautions to be observed while operating and servicing the vehicle, vehicle operating characteristics, pre-operating and shutdown procedures and daily/weekly operator servicing procedures;
- 3. The operation segment *must* include sub-systems including automatic grease system and pre-heaters; and
- 4. The operation segment *must* demonstrate all safety measures required for safe vehicle maintenance.
- iv The familiarization course *must* have a minimum duration of eight (8) hours, divided into four (4) hours for operators and four (4) hours for technicians;
- v The familiarization course *must* accommodate up to eight (8) personnel; four (4) operators and four (4) technicians;
- vi For vehicles shipped to DND, the date for the familiarization course *must* be arranged with the *Technical Authority*, or the identified user or designated contact person for vehicles shipped for users other than DND:
- vii After completion of the familiarization course, the Contractor *must* have the "PROOF OF FAMILIARIZATION" certificate signed by the senior course attendee; and
- viii The **Technical Authority** will supply the "**PROOF OF FAMILIARIZATION**" document template in a digital format.

RDIMS # 5088677 Page 20 of 20