

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: Christian Massie, DLP 5-3-1

At - à : 2:00 PM - 14:00	
On - le:	

Solicitation Closes - L'invitation prend fin

February 1st, 2023 - 1er février 2023

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



Défense nationale

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

Solicitation No. N° de l'invitation	Date of Solicitation Date de l'invitation
W8476-236632/A	December 16th, 2022 – 16 décembre 2022
343-551-0138	Christian.Massie@forces.gc.ca
Destination	
Destination	

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

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

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

TABLE OF CONTENTS

PART [·]	1 - GENERAL INFORMATION	4
1.1	REQUIREMENT	4
1.2 1.3	SECURITY REQUIREMENTS DEBRIEFINGS	4 4
	2 - BIDDER INSTRUCTIONS	5
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	5
2.2	SUBMISSION OF BIDS	5
2.3	ENQUIRIES - BID SOLICITATION	6
2.4 2.5	Applicable Laws Improvement of Requirement During Solicitation Period	6 6
	3 - BID PREPARATION INSTRUCTIONS	7
3.1	BID PREPARATION INSTRUCTIONS	7
3.2	SECTION I: TECHNICAL BID	7
3.3	SECTION II: FINANCIAL BID	8
3.4 3.5	SECTION III: CERTIFICATIONS SECTION IV: ADDITIONAL INFORMATION	8 8
	CHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS	10
		_
	4 - EVALUATION PROCEDURES AND BASIS OF SELECTION	11
4.1 4.2	EVALUATION PROCEDURES BASIS OF SELECTION - LOWEST EVALUATED PRICE, MANDATORY TECHNICAL CRITERIA	11 11
ΑΤΤΑΟ	HMENT 1 TO PART 4 - EVALUATION CRITERIA	12
ATTAC	HMENT 2 TO PART 4 - PRICING SCHEDULE	13
1.	GENERAL	13
2.	FIRM GOODS AND/OR SERVICES	13
4.	PRICE OF THE BID	13
PART	5 - CERTIFICATIONS AND ADDITIONAL INFORMATION	14
5.1	GENERAL	14
5.2	CERTIFICATIONS REQUIRED WITH THE BID	14
5.3	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	14
	CHMENT 1 TO PART 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - FICATION	16
	6 - RESULTING CONTRACT CLAUSES	17
6.1	SECURITY REQUIREMENTS	17
6.2 6.2.1	REQUIREMENT PROCEDURES FOR DESIGN CHANGE OR ADDITIONAL WORK	17 17
6.3	STANDARD CLAUSES AND CONDITIONS	18
6.4	TERM OF CONTRACT	19
6.5	Authorities	19
6.6	PAYMENT	20
6.7		22
6.8 6.9	CERTIFICATIONS AND ADDITIONAL INFORMATION	23
6.9 6.10	Applicable Laws Priority of Documents	23 23
6.11	DEFENCE CONTRACT	23
6.12	FOREIGN NATIONALS (CANADIAN CONTRACTOR)	24

6.12	FOREIGN NATIONALS (FOREIGN CONTRACTOR)	24
6.13	INSURANCE - NO SPECIFIC REQUIREMENT	24
6.14	INSPECTION AND ACCEPTANCE	24
6.15	POST-CONTRACT AWARD MEETING	24
6.16	ISO 9001:2015 QUALITY MANAGEMENT SYSTEMS - REQUIREMENTS (QUALITY ASSURANCE CODE Q)	25
6.17	QUALITY ASSURANCE AUTHORITY (DEPARTMENT OF NATIONAL DEFENCE): CANADIAN-BASED CONTRACTOR	25
6.17	QUALITY ASSURANCE AUTHORITY (DEPARTMENT OF NATIONAL DEFENCE): FOREIGN-BASED AND UNITED STAT	ΓES
	CONTRACTOR	26
6.18	QUALITY ASSURANCE DOCUMENT	27
6.19	RELEASE DOCUMENTS (DEPARTMENT OF NATIONAL DEFENCE): CANADIAN-BASED CONTRACTOR	27
6.19	RELEASE DOCUMENTS (DEPARTMENT OF NATIONAL DEFENCE): UNITED STATES-BASED CONTRACTOR	27
6.19	RELEASE DOCUMENTS (DEPARTMENT OF NATIONAL DEFENCE): FOREIGN-BASED CONTRACTOR	27
6.20	RELEASE DOCUMENTS - DISTRIBUTION	27
6.21	MATERIAL	28
6.22	INTERCHANGEABILITY	28
6.23	VEHICLE SAFETY	28
6.24	RECALL NOTICES	28
6.25	Packaging	28
6.26	WOOD PACKAGING MATERIALS	28
6.27	PREPARATION FOR DELIVERY	29
6.28	Delivery of Dangerous Goods/Hazardous Products	29
6.29	TOOLS AND LOOSE EQUIPMENT	29
6.30	DELIVERY AND UNLOADING	29
6.31	INCOMPLETE ASSEMBLIES	30
6.32	Work Site Access	30
6.33	CANADIAN FORCES SITE REGULATIONS	30
6.34	Marking	30
6.35	LABELLING	30
6.36	DISPUTE RESOLUTION SERVICES	30
ANNE	X A - REQUIREMENT	31
ANNE	X B - BASIS OF PAYMENT	32
1.	GENERAL	32
2.	FIRM GOODS AND/OR SERVICES	32

PART 1 - GENERAL INFORMATION

1.1 Requirement

- A. The Department of National Defence (DND) has a requirement to procure two 12 Foot Walk Around Body Rescue Fire Fighting Vehicle for delivery to CFB Shilo, MB and CFB Wainwright, AB. The requested delivery date is 365 days.
- B. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part
 6.

1.2 Security Requirements

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

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in this document and any of its attachments by number, date, and title are either:
 - (i) Set out in the <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u> (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) 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> (2020-03-29), 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 05, Submission of bids, subsection 4, is amended as follows:

Delete: 60 days Insert: 120 days

- (iv) Section 06, Late bids, is deleted in its entirety;
- (v) 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.
- (vi) Section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, is deleted in its entirety.
- (vii) 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 Canada Post Corporation's (CPC) Connect service will not be accepted.

2.2.1 Electronic Submissions

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

2.3 Enquiries - Bid Solicitation

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

2.4 Applicable Laws

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

2.5 Improvement of Requirement During Solicitation Period

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

A. Canada requests that Bidders provide their bid in separate sections as follows:

Section I: Technical Bid: 1 soft copy in PDF format by e-mail;

Section II: Financial Bid: 1 soft copy in PDF format by e-mail;

Section III: Certifications: 1 soft copy in PDF format by e-mail; and

Section IV: Additional Information: 1 soft copy in PDF format by e-mail.

- C. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- D. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
 - (i) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and
 - (ii) Use a numbering system that corresponds to the bid solicitation.
- E. Bidders must demonstrate their compliance with the attachment to Part 4 entitled Evaluation Criteria. of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. It is requested that Bidders 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 1 to Part 3 entitled Electronic Payment Instruments, to identify which ones are accepted.
- B. If the attachment 1 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 Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form <u>PWGSC-TPSGC 450</u> (<u>http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html#f2</u>), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
- B. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
- C. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
- D. At time of bidding, the Bidder must complete columns (1) to (4) on form <u>PWGSC-TPSGC 450</u>, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
- E. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

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

3.5.2 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. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/subassemblies will form part of the proposed contract.

3.5.2.2 Extended Warranty Period

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

ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

- A. The Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):
 - () Direct Deposit (Domestic and International);
 - () Electronic Data Interchange (EDI); 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 1 to Part 4 entitled Evaluation Criteria.

4.1.2 Financial Evaluation

4.1.2.1 Firm Goods and/or Services

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

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

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

ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

See attached document entitled:

"Annex C: Technical Evaluation Matrix for Emergency Response Vehicle with 12 Foot Walk Around Body Rescue" dated 16 August 2022.

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 12 Foot Walk Around Body Rescue Fire Fighting Vehicle

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)
1	CFB/ASU Shilo Major Equipment Section Base Supply C-101 Shilo, MB R0K 2A0	1	\$	\$
2	CFB/ASU Wainwright Major Equipment Section, Bldg 593 Denwood, AB T0B 1B0	1	\$	\$

4. Price of the Bid

Total (D = sum C)	\$

PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1 General

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

5.1.1 Certifications - Contract

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

5.2 Certifications Required with the Bid

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

5.2.1 Integrity Provisions - Declaration of Convicted Offences

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

5.3 Certifications Precedent to Contract Award and Additional Information

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

5.3.1 Integrity Provisions - Required Documentation

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

5.3.2 Federal Contractors Program for Employment Equity - Bid Certification

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

5.3.3 Product Conformance

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

Make	Model	
Signature of Bidder's Authorized Representative	Date	

5.3.4 Price Certification

A. The Bidder certifies that the price proposed is not in excess of the lowest price charged anyone else, including the Bidder's most favored customer, for the like quality and quantity of the goods, services or both.

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

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

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

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

Signature of Bidder's Authorized Representative

Date

ATTACHMENT 1 to Part 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit <u>Employment and Social</u> <u>Development Canada (ESDC)-Labour's</u> website.

Date:_____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

- A. Check only one of the following:
- () A1. The Bidder certifies having no work force in Canada.
- () A2. The Bidder certifies being a public sector employer.
- () A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- () A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
 - () A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement Employment Equity</u> (AIEE) in place with ESDC-Labour.

OR

- () A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.
- B. Check only one of the following:
- () B1. The Bidder is not a Joint Venture.

OR

() B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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 Procedures for Design Change or Additional Work

- A. These procedures must be followed for any design change or additional work.
- B. When Canada requests design change or additional work:
 - (i) The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:
 - (a) Any impact of the design change or additional work on the requirement of the Contract;
 - (b) A price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form <u>PWGSC-TPSGC 1686</u> (<u>http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1686-eng.html</u>), Quotation for Design Change or Additional Work, or the form <u>PWGSC-TPSGC 1379</u> (<u>http://publiservice-app.pwgsc.gc.ca/forms/pdf/1379.pdf</u>), Work Arising or New Work; and
 - (c) A schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule;
 - (ii) The Contracting Authority will then forward this information to the Contractor; and
 - (iii) The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.
- C. When the Contractor requests design change or additional work:
 - (i) The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada;
 - (ii) The Contracting Authority will forward the request to the Technical Authority for review;
 - (iii) If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 6.18.B.i are to be followed; and
 - (iv) The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.
- D. The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written

authorization will be considered outside the scope of the Contract and no payment will be made for such work.

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</u> <u>Acquisition Clauses and Conditions (SACC) Manual</u> (<u>https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual</u>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

- A. <u>2010A</u> (2022-01-28), 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**, 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.

6.4 Term of Contract

6.4.1 Delivery Dates

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

6.4.2 Delivery Points

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

6.5 Authorities

6.5.1 Contracting Authority

A. The Contracting Authority for the Contract is:

Name:	Christian Massie
Title:	Procurement Specialist
Position:	DLP 5-3-1
Address:	Department of National Defence Headquarters
	101 Colonel By Drive
	Ottawa, Ontario K1A 0K2
Telephone:	343-551-0138
E-mail:	Christian.Massie@forces.gc.ca

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

6.5.2 Technical Authority

A. The Technical Authority for the Contract is:

[Contact info	mation to be detailed in the resulting contract]
Name:	
Title:	
Position:	
Address:	Department of National Defence Headquarters
	101 Colonel By Drive
	Ottawa, Ontario K1A 0K2
Telephone: E-mail:	

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

6.5.3 Quality Assurance Authority

A. The Quality Assurance Authority for the Contract is:

[Contact infor	mation to be detailed in the resulting contract]
Name: Title: Position:	
Address:	Department of National Defence Headquarters
/ laar 000.	101 Colonel By Drive
	Ottawa, Ontario K1A 0K2
Telephone: E-mail:	

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

6.5.4 Contractor's Representative

[Contact infor	mation to be detailed in the resulting contract]
Name:	
Title:	
Address:	
Telephone: E-mail:	

6.5.5 After Sales Service

A. CFB Shilo, MB - 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 inform	nation to be detailed in the resulting contract]
Name: Title: Address:	
Telephone: E-mail:	

B. CFB Wainwright, AB - 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: Address:	
Telephone:	
E-mail:	

6.6 Payment

6.6.1 Basis of Payment

6.6.1.1 Firm Unit Price(s)

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

6.6.3 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 Exchange Rate Fluctuation Adjustment

- A. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
- B. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
- C. The total price paid by Canada on each invoice will be adjusted at the time of payment. The exchange rate adjustment amount will be calculated in accordance with the following formula:

Exchange rate adjustment = FCC x Qty x ($i_1 - i_0$) / i_0

where formula variables correspond to:

- (i) FCC = Foreign currency component (per unit);
- (ii) Qty = quantity of units;
- (iii) i₀: = Initial exchange rate (CAN\$ per unit of foreign currency [for example US\$1]). The initial exchange rate is set as the Bank of Canada rate on the solicitation closing date. The Bank of Canada publishes its rates each business day by 16:30 Eastern Time; and
- (iv) i₁ = Exchange Rate for Adjustments (ERA) (CAN\$ per unit of foreign currency [for example US\$1]).
 The Bank of Canada publishes its rates each business day by 16:30 Eastern Time:
 - (a) The ERA for goods will be the Bank of Canada rate on the date the goods were delivered;

- (b) The ERA for services will be the Bank of Canada rate on the last business day of the month for which the services were performed; and
- (c) The ERA for advance payments will be the Bank of Canada rate on the last business day prior to the payment. The last published business day rate will be used for non-business days.
- D. The Contractor must indicate the total exchange rate adjustment amounts (whether they are upward, downward or present no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form <u>PWGSC-TPSGC 450</u> (<u>http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html#f2</u>), Claim for Exchange Rate Adjustments.
- E. The exchange rate adjustment will only impact the payment to be made by Canada where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form <u>PWGSC-TPSGC 450</u> (that is [i₁ - i₀) / i₀]).
- F. Canada reserves the right to audit any revision to costs and prices under this clause.

6.6.5 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);;
- (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) A copy of the monthly progress report;
 - (v) A description of the Work delivered.
- C. Invoices must be distributed as follows:
 - (i) The invoice along with any required supporting documentation must be forwarded to the Contracting Authority for certification and payment at:

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

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

6.7.2 Holdback

- A. A 10% holdback will apply on any due payment of the following:
 - (i) Items 1 and 2 as per Annex B.
- B. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous invoice.
- C. Release of the 10% holdback is conditional upon receipt and acceptance of all Work under this Contract.
- D. Invoicing instructions for the holdback are as detailed in the clause entitled "Invoicing Instructions".

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 **Priority of Documents**

- A. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:
 - (i) The Articles of Agreement;
 - (ii) The General Conditions 2010A (2022-01-28), 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 (<u>http://laws-lois.justice.gc.ca/eng/acts/d-1/</u>), 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</u> *Production Act*.

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

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

6.12 Foreign Nationals (Canadian Contractor)

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

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

6.12 Foreign Nationals (Foreign Contractor)

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

6.13 Insurance - No Specific Requirement

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

6.14 Inspection and Acceptance

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

6.15 Post-Contract Award Meeting

A. Within 10 days of the date of Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Contracting Authority to review technical and contractual requirements. The Contractor must prepare and distribute the minutes of the meeting within 5 calendar days after the completion of the meeting. The meeting will be

held at the Contractor's facility or via teleconference at Canada's discretion at no additional cost to Canada, with representatives of the Contractor and the Department of National Defence.

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

- A. In the performance of the Work described in the Contract, the Contractor must comply with the requirements of *ISO 9001:2015 Quality management systems* Requirements, published by the International Organization for Standardization (ISO), current edition at date of submission of Contractor's bid.
- B. It is not intended that the Contractor be registered to ISO 9001; however, the Contractor's quality management system must address all requirements appropriate to the scope of the Work. Only exclusions in accordance with clause 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.
- E. For the design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2015 "Quality management systems - Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2014 "Software engineering - Guidelines for the application of ISO 9001:2008 to computer software".

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

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

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

A. All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or 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: <u>ContractAdmin.DQA@forces.gc.ca</u> 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: <u>ContractAdmin.DQA@forces.gc.ca</u>

- 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 (<u>http://laws-lois.justice.gc.ca/eng/acts/M-10.01/page-1.html</u>), 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</u> <u>Phytosanitary Measures No. 15: Regulation of Wood Packaging Material in International Trade (ISPM 15)</u> (<u>https://www.ippc.int/en/core-activities/standards-setting/ispms/</u>).
- 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/htprogram/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 (<u>http://laws-lois.justice.gc.ca/eng/acts/T-19.01/</u>); and
 - (ii) immediate product container in accordance with the <u>Hazardous Products Act</u>, R.S., 1985, c. H-3 (<u>http://laws-lois.justice.gc.ca/eng/acts/H-3/</u>).
- 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: <u>MSDS-FS@FORCES.GC.CA</u>.
- C. The Contractor will be responsible for any damages caused by improper packaging, labelling or carriage of dangerous goods/hazardous products.
- D. The Contractor must ensure they adhere to all levels of regulations regarding dangerous goods/hazardous products as set forth by federal, provincial, and municipal laws and by-laws.
- E. The Contractor must contact the consignee (i.e. Supply Depot Traffic Section) at least 48 hours before shipping dangerous goods/hazardous products in order to schedule a receiving time.

6.29 Tools and Loose Equipment

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

6.30 Delivery and Unloading

- A. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.
- B. When making deliveries, sufficient personnel must be provided to permit unloading of any type of vehicle without the assistance of federal government personnel.

C. At some sites, the delivery truck must be unloaded while parked at the curb. When material is placed on the sidewalk, it must be placed in proximity to the designated entrance so as to be readily accessible to transport by mechanical handling equipment utilized by site personnel.

6.31 Incomplete Assemblies

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

6.32 Work Site Access

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

6.33 Canadian Forces Site Regulations

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

6.34 Marking

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

6.35 Labelling

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

6.36 Dispute Resolution Services

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

ANNEX A - REQUIREMENT

See attached documents) entitled:

1. "Purchase Description for Emergency Response Vehicle with 12 foot Walk Around Body Rescue" dated 2022-08-11

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

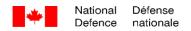
2.1 12 Foot Walk Around Body Rescue Fire Fighting Vehicle

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
1	CFB/ASU Shilo Major Equipment Section Base Supply C-101 Shilo, MB R0K 2A0	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	\$ <mark>[Cost to be detailed in the resulting contract]</mark>
2	CFB/ASU Wainwright Major Equipment Section, Bldg 593 Denwood, AB T0B 1B0	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	\$[Cost to be detailed in the resulting contract]

3. Extended Warranty Period

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



PURCHASE DESCRIPTION

FOR

Emergency Response Vehicle with 12 Foot Walk Around Body Rescue

ECC 189123



NOTICE

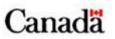
This documentation has been reviewed by the Technical Authority and does not contain controlled goods.

AVIS

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

OPI DSVPM 5 – DAVPS 5 Issued on Authority of the Chief of the Defence Staff Publiée avec l'autorisation du chef d'état-major de la Défense

© 2022 DND Canada RDIMS # 5247021



(Page intentionally left blank)

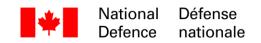
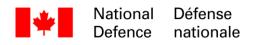


Table of Contents

1.	SCOPE	6
1.1	Scope	6
1.2	Instructions	6
1.3	Definitions	6
2.	APPLICABLE DOCUMENTS	7
2.1	Applicable Documents	7
3.	REQUIREMENTS	7
3.1	Standard Design	7
3.2	Operating Conditions	8
3.3	Safety Standards	8
3.4	Vehicle Performance, Ratings and Dimensions	8
3.5	Engine	9
3.6	Drivetrain	9
3.7	Transmission	9
3.8	Braking System	9
3.9	Suspension System	9
3.10	Steering	10
3.11	Wheels, Rims and Tires	10
3.12	Cab	10
3.13	Video Camera	11
3.14	Accessories	11
3.15	Electrical System	12
3.16	Generator System Components	12
3.17	Batteries	12
3.18	Lighting	12
3.19	Exterior Emergency Warning Lights	13
3.20	Interior Controls	13
3.21	Body	13
3.22	Paint	15
3.23	Decals	15
3.24	Corrosion Protection	16
3.25	Warning, Markings and Instruction Plates	16
4.	INTEGRATED LOGISTIC SUPPORT	16
4.1	ILS Deliverables	16



4.2	Vehicle Manuals	17
4.3	Warranty Letter	19
4.4	Other ILS Deliverables to Technical Authority	19
4.5	Safety Recalls and Servicing Data	20
4.6	Training	20



(Page intentionally left blank)

1. SCOPE

1.1 <u>Scope</u>

a) This Purchase Description describes the requirements for a 4x4 Emergency Response Vehicle with a 3.65 m (12 foot) walk around body rescue.

1.2 Instructions

- 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) In this document "provided" *must* mean "provided and installed".
- e) Where a technical certification is referred to in this specification, a copy of the certification or an acceptable Proof of Compliance *must* be supplied for the vehicle when requested by the Technical Authority.
- f) Metric measurements are used to define the requirement. Other measurements are for reference only and may not be exact conversions.

1.3 <u>Definitions</u>

- a) **"Technical Authority**" The government official responsible for technical content of this requirement.
- b) **"Equivalent**" Substitutes and alternatives that are equivalent in product, performance or a standard will be considered for acceptance by the Technical Authority where Proof of Compliance for equivalency for the respective requirement is provided for evaluation.
- c) **"Vehicle**" The entire vehicle including all systems and sub-systems, in a complete manufactured state in accordance with the requirements in this Purchase Description.
- d) **"Road Legal**" Applies to a self-propelled vehicle designed for or capable of transporting persons, property, material or permanently or temporarily affixed apparatus on a highway.
- e) "Gross Axle Weight Rating (GAWR)" The value specified by the vehicle manufacturer as the load-carrying capacity of a single axle system, as measured at the tire-ground interfaces.
- f) **"Gross Vehicle Weight Rating (GVWR) -** The value specified by the vehicle manufacturer as the loaded weight of a single vehicle.

2. APPLICABLE DOCUMENTS

2.1 Applicable Documents

a) The following documents form part of this Purchase Description. Canada will not be supplying these documents. Sources are as shown:

Motor Vehicle Safety Regulations (MVSR)

CAN/CGSB 3.517 - Diesel Fuel

ULC-S515- 13 R2018 - Automobile Fire Fighting Vehicle

NFPA 1901 - Standard for Automotive Fire Vehicle (latest version)

NFPA 1500 – Standard on Fire Department Occupational Safety, Health, and Wellness Program (latest version)

Safety Code 6 - Health Canada's Radiofrequency Exposure Guidelines

3. **REQUIREMENTS**

3.1 Standard Design

- a) Latest Model The vehicle design *must* be the manufacturer's latest model.
- b) **Industry Acceptability** The vehicle design *must* have demonstrated industry acceptability by having been manufactured and sold commercially for at least 2 year, or be manufactured by a company that has at least 5 years' experience in design and manufacturing of a comparable type of equipment of equivalent or greater complexity.
- c) **Engineering Certification** Original manufacturers engineering certification *must* be provided upon request for major drive train components, and major equipment systems and assemblies, to demonstrate that assemblies are used within their design limitations.
- d) **Regulations** The vehicle *must* conform to all applicable laws, regulations and industrial standards governing manufacture, safety, noise levels and pollution in effect in Canada at the time of manufacture. International equivalent laws, regulations, and industrial standards will be accepted only if certified for equivalency by a professional engineer.
- e) **Published Ratings** The vehicle *must* have system and component capacities equivalent to published ratings (i.e. product or component brochures).
- f) Standard Components The vehicle must include all standard components, equipment and accessories for the model offered, although they may not be specifically described in this Purchase Description.
- g) **Spare Parts** The manufacturer *must* select components readily available for a minimum period of 10 years from the date of manufacture.

3.1.1 Maintainability

a) The vehicle *must* be designed to permit access to all items required for servicing and maintenance.

3.2 **Operating Conditions**

3.2.1 <u>Weather</u>

a) The vehicle *must* operate under the extremes of weather conditions found in Canada in temperatures ranging from -40 to 40° C (-40 to 104° F).

3.2.2 <u>Terrain</u>

- a) The vehicle *must* operate off-road in terrain conditions that include year round snow, mud, sand and ice.
- b) The vehicle *must* operate on highways, secondary roads and gravel roads.

3.3 Safety Standards

3.3.1 Vehicle Safety Regulations

- a) The vehicle *must* comply with the Motor Vehicle Safety Regulations (MVSR).
- b) The completed vehicle *must* have Safety Compliance Certification Label with a National Safety Mark (NSM), as a seal of compliance or be accompanied by a Vehicle Import Form containing proof of Inspection by the Registrar of Imported Vehicles.

3.3.2 Human Factors Engineering

a) The vehicle *must* be equipped, with warning and instruction plates, non-slip walking surfaces and heat shields, for operator safety.

3.4 Vehicle Performance, Ratings and Dimensions

3.4.1 **Performance**

a) As a minimum, the vehicle *must* meet the fully loaded vehicle performance parameters identified in NFPA 1901 and ULC S515, applicable to the vehicle size.

3.4.2 Weight Ratings

a) The actual gross vehicle weight of a fully staffed, loaded, and equipped vehicle for service **must** not exceed the manufacturers tested weight rating as recorded on the vehicle information data plate, in accordance ULC S515.

3.4.3 Dimensions

a) The vehicle *must* have road legal dimensions across Canada.

3.5 Engine

a) The engine *must* operate on ultra-low sulphur diesel fuel to the CAN/CGSB Standard 3.517.

3.5.1 Exhaust System

a) The vehicle *must* be equipped with an exhaust system compliant to NFPA 1901 and shielded to prevent personnel contacting a heated surface.

3.5.1.1. Vehicle Mounted Diesel Exhaust Filter System

- a) A vehicle mounted, direct source capture, exhaust filter system *must* be provided with the apparatus that prevents exposure to, and contamination from, exhaust emissions in addition to the manufacturers after treatment device (ATD) in accordance with NFPA 1500.
- a) The system *must* be installed after the engine manufacturers ATD and before the diffuser tip in the end tailpipe.
- b) The filter system *must* work automatically whenever the Apparatus exits or returns to the Fire Hall.
- c) The filter system *must* have the capability to be used while on-scene, outside the Fire Hall.
- d) The diesel exhaust removal system *must* travel with the Apparatus.
- e) The system *must* not require building modifications or hanging hoses for the system to operate.
- f) The vehicle mounted exhaust filter system *must* meet all NFPA, NIOSH and OSHA standards for preventing exposure to carcinogenic compounds that exist in diesel exhaust.

3.6 <u>Drivetrain</u>

a) The vehicle *must* be 4x4 drive.

3.7 <u>Transmission</u>

- a) The vehicle *must* be equipped with an automatic transmission.
- b) An audible back-up alarm *must* be installed to alert personnel that the vehicle transmission is in reverse.
- c) An OEM dash mounted rear camera *must* be provided.

3.8 Braking System

a) The braking system *must* include disk brakes on all wheels and an anti-lock (ABS) brake system.

3.9 Suspension System

a) The vehicle at GVWR *must* sit level both front and back and side to side when parked on a level surface.

3.10 <u>Steering</u>

- a) The vehicle *must* be provided with a power steering system.
- b) The steering system *must* be provided with a telescopic and tilting steering column.

3.11 Wheels, Rims and Tires

- a) Tires *must* have a mud and snow tread pattern for use in the operating conditions described in Paragraph 3.2.
- b) The vehicle *must* be equipped with steel-belted, tubeless radial tires.
- c) Rear inner tires *must* be equipped with an extension to ease tire pressure verification.

3.12 <u>Cab</u>

- a) The vehicle *must* be equipped with a minimum four person weatherproof cab.
- b) Cab steps full length below cab door *must* be provided.
- c) Four doors *must* be provided with power locks and have keyless entry.
- d) All seating *must* be upholstered with a material that reduces the absorption of toxins, promotes ease of cleaning, repels water, and is wear resistant, applicable to firefighting operations.
- e) Two (2) dedicated USB charging ports *must* be installed within reach of the driver and officer.
- f) A ventilation/heater and defrosting system *must* be provided, with a multi-speed fan, applicable for the operating conditions as specified in Paragraph 3.2.1.
- g) An air conditioning system *must* be provided equipped with all components and controls required for regulation of the cab interior temperature.
- h) The cab floor or floor mats *must* be weatherproof.
- i) The cab floor *must* not be carpet.
- j) An AM/FM stereo radio with an auxiliary port *must* be provided.
- k) Two heavy-duty, powered and heated exterior side mirrors, with convex section, *must* be provided with in-cab controls.
- I) OEM windshield wipers and washer system *must* be provided.
- m) Given the size differential between cab and body, OEM mirror extender *must* be provided. Aftermarket mirror extender will not be acceptable.
- n) The cab *must* be equipped with a 2.3 kg (5 lb) ULC approved and rechargeable dry chemical fire extinguisher, with a minimum rating of 3A10BC, equipped with a pressure gauge, service inspection tag, and accessible to the operator.

- o) Motorola Antenna Part # 0180355A99 *must* be mounted on the highest point on the vehicle.
- p) A main power, ground, ignition sense harness and antenna cable *must* be wired into the vehicle, with a service loop terminating in the cab for future installation of radio equipment.
- q) Storage space and restraints *must* be provided in the cab for one medical bag and one automated external defibrillator (AED). Medical bag and AED will be supplied by Canada after vehicle delivery.

3.12.1 Cab Seating

- a) The Self-Contained Breathing Apparatus (SCBA), MSA G1 model.
- b) One (1) mechanical adjustable driver's seat *must* be provided.
- c) One (1) mechanical adjustable officer's seat *must* be provided.
- d) Two (2) SCBA style, front facing rear passenger seats with high back *must* be provided.
- e) Rear seats cushion *must* lift and hold in the upright position.

3.13 Video Camera

- a) A video camera installed in the cab *must* be provided to capture emergency scene response and activity for review and training enhancement.
- b) The video camera system *must* record automatically whenever the emergency lighting switch is activated.
- c) The video camera system *must* be able to record for a minimum duration of 2 hours.
- d) The process of retrieving such video *must* be performed during Pre-Delivery Inspection and be covered in the operator manual.

3.14 Accessories

- a) Front and rear license plate holder *must* be provided.
- b) Rear license plate holder *must* be provided with a light.
- c) Mud flaps *must* be provided.
- d) Wheel chocks *must* be provided with storage. Mounting location to be determined during Pre-Production Meeting.
- e) Front accessible frame mounted tow hooks *must* be provided, with strength to permit a direct pull on a single towing hook.
- f) Rear accessible frame mounted towing eyes and d-rings *must* be provided, with strength to permit a direct pull on a single towing eye.

g) Two (2) towing straps with loops *must* be provided rated to 5,000 Kg capacity.

3.15 <u>Electrical System</u>

- a) The vehicle *must* be equipped with a 12 volt electrical system.
- b) IAW NFPA 1901 the alternator provided *must* have a minimum output at idle to meet the electrical load of the vehicle.
- c) Wiring *must* be protected by insulating grommets, where passing through metal.

3.15.1 Generator system

a) A portable generator *must* be provided with sufficient kilowatt to supply power to Edraulic rescue tool system, electrical cord reel and portable lights.

3.16 Generator System Components

- a) Generator restraint *must* be provided.
- b) A 15.24 m (50 feet) portable electric cord reel with compartment restraint *must* be provided with deux (2) 5-15P outlets.
- c) A portable LED scene light capable of producing a minimum output of 10,000 Lumens with compartment restraint *must* be provided.
- d) A 4.5 liter (1 gallon) Rotopax style jerry can or **equivalent** with compartment restraint **must** be provided.
- e) Location of the generator components will be determined at Pre-Production meeting.

3.17 Batteries

- a) The vehicle *must* be supplied with heavy-duty, maintenance free batteries, compliant with ULC-S515 Chapter 12.
- b) The batteries *must* be rated to exceed the draw, in the required operating conditions.
- c) Provision for maintaining the vehicle batteries along with bar display graph on a dedicated 15 amps auto-eject connection on driver side *must* be provided.

3.18 Lighting

- a) All exterior lighting *must* be LED. Original Manufacturer Cab and Chassis halogen bulbs are acceptable (head lights, turn signals).
- b) Two (2) adjustable pole mounted LED scene lights *must* be provided at the front of the compartment body.
- c) Two (2) LED scene lights *must* be provided on each side of the compartment body.

- d) Scene lights *must* be controlled independently (side to side) inside the cab.
- e) Scene lights *must* be capable of producing a minimum output of 10,000 lumens.
- f) IAW NFPA 1901 the vehicle *must* be provided with sufficient ground lighting.
- g) Ground lighting *must* be controllable in the cab.

3.19 Exterior Emergency Warning Lights

- a) Exterior emergency warning lights complying with NFPA 1901 *must* be provided.
- b) All exterior emergency warning lights *must* be LED.
- c) An emergency light bar *must* be provided over the cab roof.
- d) All emergency lighting switches *must* be accessible from the driver and officer seat.

3.20 Interior Controls and Instruments

- a) Each control *must* be permanently marked to identify the function, in both English and French or international symbols as defined by SAE J1362.
- b) Controls *must* not restrict the operator's field of view.
- c) Control panel lights *must* be provided for adequate lighting for nighttime operations.
- d) Instruments *must* be metric.

3.21 <u>Body</u>

- a) The vehicle body *must* be equipped with enclosed weather resistant compartments for equipment storage.
- b) The vehicle body *must* be provided with "C" channel rub rail.
- c) The rub rail *must* be spaced from the body to prevent accumulation of debris.
- d) IAW NFPA 1901 the vehicle body *must* be provided with access hand rails based on body design.
- e) IAW NFPA 1901 the vehicle body *must* be provided with access steps based on body design.
- f) IAW NFPA 1901 the vehicle body *must* be provided with a rear tailboard step.
- g) Compartment lights *must* automatically turn on when the door is opened and turn off when the door is closed.
- h) Compartment lights *must* have an override allowing to turn them off during maintenance/day operation activities.

i) Compartments design *must* maximise available compartment storage volume (height, width and depth).

3.21.1 Perimeter Compartments

- a) The compartments *must* be equipped with interior door seals.
- b) The compartments *must* be equipped with roll up doors.
- c) A minimum of three compartments *must* be provided on the left side of the vehicle.
- d) A minimum of three compartments *must* be provided on the right side of the vehicle.
- e) A rear compartment *must* be provided.
- f) The compartment floors *must* be designed to allow easy sweep out of debris, be ventilated, and have provisions for drainage of moisture.
- g) The compartment shelves and slide out trays *must* be provided with PVC compartment matting.
- h) Compartment interiors *must* be lit using protected LED lighting.
- i) A minimum of one (1) transverse tray for easy access of equipment on both sides *must* be provided.
- j) Storage and equipment restraint for two spine boards *must* be provided in the trough compartment. The spine boards will be supplied by Canada after vehicle delivery.
- k) A slide out tray *must* be provided at the bottom of all perimeter compartments.
- I) One (1) adjustable shelve *must* be provided in all compartments.
- m) A second adjustable shelve *must* be provided in the non-transverse side compartments (L3 & R3).
- n) The rear compartment *must* be provided with storage and equipment restraints for the following Hurst EDraulic rescue tools. Tooling will be supply by Canada.
 - i. Cutter model S700 E;
 - ii. Spreader model SP777 E2;
 - iii. Combination Tool model SC250 E2; and
 - iv. RAM model R 421 E2
- o) One (1) Hurst EDraulic spare batteries with charger base compatible to rescue tools *must* be provided. Location will be determined during Pre-Production Meeting.
- p) One (1) EDraulic 110V power supply compatible with rescue tool *must* be provided.

- q) Storage and equipment restraints *must* be provided for a minimum of four (4) 60 minutes pressured SCBA bottles. The bottles will be supply by Canada after vehicle delivery.
- r) Storage and equipment restraints *must* be provided for a minimum of one (1) Self-Contained Breathing Apparatus (SCBA), MSA G1 model located in L1 compartment.

3.22 <u>Paint</u>

- a) All metal surfaces *must* be protected.
- b) The prime coating *must* be a high durability, corrosion resistant type, such as an epoxy.
- c) The vehicle with the exception of the roll up doors *must* be painted using FLNA 3225 Red Akzo-Nobel lead-free, chromate-free high solid LV acrylic urethane paint.

3.23 Decals

- a) All lettering *must* be applied in the ARIAL BLOCK font, sized to accommodate the required text, in the outlined areas.
- b) Lettering and identification numbers *must* be gold colour with black outline.
- c) Room permitting the text "FIRE FEU" in reverse *must* applied to the front of the vehicle.
- d) IAW NFPA 1901 white reflective striping *must* be placed horizontally around the cab and sides of the body. The preferred combination of stripes design to be 100 mm (4 in) high for the centre stripe and 25.4mm (1 in) for top and bottom stripes. Stripes to be silver on roll-up doors.
- e) The vehicle identification number sized 150 mm in height *must* be provided on the front of the vehicle applied to the left and right furthermost location between the windshield and the bumper.
- f) The vehicle identification number sized 150 mm in height *must* be provided at the rear of the vehicle.
- g) The vehicle identification number sized and positioned to fit the available space *must* be provided on both rear cab passenger doors.
- h) The vehicle identification number sized 300 mm in height *must* be provided on the top of the vehicle.
- i) The National Defence Fire Service Crest *must* be applied to both the driver and officer doors, sized and positioned to fit the available space.
- j) The National Defence logo *must* be applied to each side of the vehicle.
- k) The rear facing sections of the vehicle *must* be provided with red and yellow chevrons in accordance with NFPA 1901.
- I) Decals *must* be applied using high quality vinyl with a clear polyurethane coating, or *equivalent*.

3.24 Corrosion Protection

- a) The vehicle *must* be designed and manufactured to prevent galvanic corrosion.
- b) The materials used in the vehicle manufacturing *must* resist damage or deterioration as a result of cleaning with hot or cold water, steam, or detergents.
- c) A commercial rust prevention coating *must* be applied to the vehicle, such as Krown Rust Control or Rust Check.
- d) A decal and warranty papers for the rust prevention coating *must* accompany the vehicle.

3.25 <u>Warning, Markings and Instruction Plates</u>

- a) All identification, instructional, and warning labels *must* be bilingual or International symbols defined in SAE J1362.
- b) All identification, instructional, and warning labels *must* within view of the operator.
- c) All indicators and controls *must* be permanently labelled.

3.25.1 Vehicle identification

- a) The vehicle identification information *must* be permanently affixed in a conspicuous and protected location.
- b) Identification information *must* include the cab and chassis manufacturer's name, model number, serial number, and model year.
- c) Identification information *must* include the body manufacturer's model and serial number.
- d) Identification information *must* include the equipment manufacturer's model and serial number.
- e) Identification information *must* include the GVWR and GAWR ratings.

4. INTEGRATED LOGISTIC SUPPORT (ILS)

4.1 <u>ILS Deliverables</u>

a) The following table indicates the ILS elements that the Contractor *must* deliver, including the medium, the expected means of delivery and the reference paragraph.

Element	Format/Medi um	Delivered to TA	Supplied with each vehicle/ equipment	Reference Paragraph
Set of Manuals	Digital	Х	Х	4.2
Warranty Letter	Digital	Х		4.3

Data Summary	Digital	Х	4.4.1
Photographs	Digital	Х	4.4.2
Dimensioned Drawing	Digital	Х	4.4.3

4.2 <u>Vehicle Manuals</u>

a) All manuals required for the description, operation, maintenance and repair of the complete equipment, including sub-systems, *must* be provided.

4.2.1 **Operator's Manuals**

- a) The operator's manuals *must* be bilingual (English and French).
- b) The operator's manuals *must* include instructions for the safe operation of the vehicle.
- c) The operator's manuals *must* include daily operator maintenance instructions/checks (including lubrication).
- d) The operator's manuals *must* include safety warnings.
- e) The operator's manuals *must* include hand signals (as necessary).

4.2.2 Parts Manual(s)

- a) The parts manual(s) *must* be in English.
- b) The parts manual *must* have illustrations showing all components of the vehicle including equipment and accessories from other manufacturers that are supplied to meet the requirements of the contract, with numbers for the itemization of the parts.
- c) The parts manual *must* have a listing for all itemized parts showing the Original Equipment Manufacturers (OEM) part number, the part name and a brief description of the item.
- d) The parts manual *must* cross reference the OEM part number to the correct illustration and item number.
- e) The parts manual *must* have a representation of bilingual warning signs and identification labels delivered on the equipment.

4.2.3 Maintenance Manuals

- a) The maintenance manual *must* be bilingual (English and French).
- b) The maintenance manual *must* include a troubleshooting guide, showing the steps and tests required to determine the exact cause of a problem and an explanation of the steps required to correct a problem.

- c) The maintenance manual *must* include a listing of the necessary tolerances, torque levels, and fluid volume (including item part numbers).
- d) The maintenance manual *must* include information on the order of disassembly and assembly of the systems and components of the vehicle.

4.2.4 Manual Delivery to Technical Authority

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

4.2.5 Manual Delivery with Vehicle

- a) One (1) complete set of manuals (Operators, Maintenance, and Parts) *must* accompany each vehicle, shipped to each location.
- b) The manuals *must* be in electronic format.

4.2.6 Electronic Manuals

a) Electronic manual *must not* require installation, password and/or Internet connection to be accessed and be an unlocked PDF in a searchable format.

4.2.7 **Provisional Manuals**

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

4.2.8 Manual Supplements

- a) The contractor *must* supply manual supplements (Operator's, Maintenance and Parts) to support dealer-installed equipment not covered in the Vehicle Manuals.
- b) Manual supplements *must* be delivered in accordance with 4.2.4 and 4.2.5.

4.2.9 Changes to Manuals

- a) During the period of the contract, changes to equipment, which affect the contents of manuals, *must* be reflected in the revision of the manuals.
- b) Changes to the manuals *must* conform to the same format and presentation requirements as the original manuals.

c) The revised electronic version of the manual *must* be sent to the Technical Authority by the Contractor.

4.3 <u>Warranty Letter</u>

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

4.3.1 Warranty Letter Delivery

e) The Contractor *must* provide a warranty letter both in English and French to the Technical Authority. Technical Authority will provide the Contractor a template for the DND acceptable format of the warranty letter.

4.4 Other ILS Deliverables to Technical Authority

4.4.1 Data Summary

a) The Contractor *must* provide a Data Summary both in English and in French for each make/model/configuration of vehicle by completing Technical Authority's template with data and a vehicle picture.

4.4.2 Photographs

- a) The Contractor *must* provide photographs in colour, taken against a plain background, and in digital JPEG format with a minimum 10 megapixel resolution.
- b) One left front three-quarter view of a completed unit *must* be provided.
- c) One right rear three-quarter view of a completed unit *must* be provided.

4.4.3 **Dimensioned Drawing**

a) One side, front, rear and top view drawing showing the vehicle dimensions *must* be provided.

4.4.4 Major Equipment Serial Numbers

a) The Contractor *must* provide a list of the serial numbers recorded during manufacturing which contains description, model and serial numbers. Either electronic or work copy will be acceptable.

4.5 Safety Recalls and Servicing Data

a) Safety recalls, and manufacturer's technical service bulletins, or equivalent *must* be provided to the technical authority and the final delivery locations on a continuing basis, throughout the life expectancy of the vehicle or for no less than 10 years.

4.6 <u>Training</u>

4.6.1 <u>Training Deliverables</u> – The following table indicates the ILS Training elements that the Contractor *must* deliver, including the expected means of delivery and the reference paragraph.

Element	Format/ Medium	Delivered to TA by E-mail for approval	Remarks	Reference Paragraph
Course Syllabus	Digital	Х	-	4.6.2 d) & 4.6.4 d)
Maintenance Training	-	-	Delivery in person, at the location specified in the contract.	4.6.2
Operator Training	-	-	Delivery in person, at the location specified in the contract.	4.6.4
Proof of Training Certificate	Digital	X	TA will provide template	4.6.2 e) & 4.6.4 e)

4.6.2 Maintenance Training

- a) The Contractor *must* provide a maintenance training course.
- b) The course *must* be given at the delivery destination and be available in both official languages.
- c) The course *must* have a minimum duration of one day to provide training of up to eight (8) maintenance personnel and have the final dates arranged with the Technical Authority.
- d) The course *must* have a syllabus or course outline and schedule available for review fifteen (15) days prior to the course commencement date.
- e) After completion of the course, the Contractor **must** have a "*PROOF OF MAINTENANCE TRAINING*" certificate signed by a Canada Representative for the destination. The Technical Authority will supply the document in an electronic format.

4.6.3 Maintenance Training Curriculum

- a) Operator's training detailed in Paragraph 4.6.4 below *must* be included in the curriculum.
- b) Operation and maintenance safety precautions *must* be included in the curriculum.

- c) Preventive maintenance including servicing schedules *must* be included in the curriculum.
- d) Trouble shooting, testing, and adjustments *must* be included in the curriculum.

4.6.4 **Operator Training**

- a) The Contractor *must* provide an operator training course.
- b) The course *must* be given at the delivery destination and be available in both official languages.
- c) The course *must* have minimum duration of one day to provide training for up to eight (8) operators and have the final dates arranged with the Technical Authority.
- d) The course *must* have a syllabus or course outline and schedule available for review fifteen (15) days prior to the course commencement date.
- e) After completion of the course the Contractor **must** have a "*PROOF OF OPERATOR TRAINING*" certificate signed by a Crown Representative for the destination. The Technical Authority will supply the document in an electronic format.

4.6.5 **Operator Training Curriculum**

- a) Safety precautions to be observed while operating and servicing the vehicle *must* be included in the curriculum.
- b) Vehicle operating characteristics *must* be included in the curriculum.
- c) Vehicle operating procedures *must* be included in the curriculum.
- d) Pre-operating and pre-shutdown procedures *must* be included in the curriculum.
- e) Daily/weekly operator servicing procedures *must* be included in the curriculum.

4.6.6 Training Materials

- a) Training materials (preferably in PowerPoint format) *must* be provided to each attendee, in French for locations in Quebec.
- b) Training materials *must* include a list of topics to be covered;
- c) Training materials *must* include an approximate timetable showing when topics are scheduled to be covered and how much time is scheduled for each topic;
- d) Training materials *must* list any reference material; and
- e) Training materials *must* make available any reference material used.

Annex C

Technical Evaluation Matrix

Title:

Emergency Response Vehicle with 12 Foot Walk Around Body Rescue

> **Date:** 02-Dec-22

Instructions:

This Technical Evaluation Matrix covers the mandatory technical criteria, which *must* be provided by the Bidder for evaluation of the proposed solution to the requirement specified in the Purchase Description.

"Substantive Information" must be provided for each corresponding performance requirement/specification stated in this Technical Evaluation Matrix.

If an "*Equivalent*" is being offered for any requirement in the Purchase Description it *must* be submitted for technical evaluation with Substantive Information proving the equivalency.

Bidders should indicate the document name/title and page number where the Substantive Information can be found for each evaluation criteria.

Definitions for "*Equivalent*" and "*Substantive Information*" are as follows:

"Substantive Information" - This is defined in SACC Clause A9097T.

"*Equivalent*" - Substitutes and alternatives that are equivalent in product, performance or a standard will be considered for acceptance by the Technical Authority where Substantive Information proving the equivalency for the respective requirement is provided for evaluation.

Technical Evaluation Matrix

Emergency Response Vehicle with 12 Foot Walk Around Body Rescue

Bidder Information

Bidder Name:

Proposal Date:

Proposed Make and Model:

	Technical Mandatory Criteria				
PD Reference	PD Requirement	Bid Evaluation Requirement	Location in Bid Proposal		
3.1 b)	demonstrated industry acceptability by having been manufactured and sold commercially for at least 2 year, or be manufactured by a	The Bidder <i>must</i> provide client information for industry acceptability and/or experience as specified in the purchase description. Client information <i>must</i> include: - Client name and location - Year completed - List of make(s)/model(s).			
3.4.3 a)	The vehicle <i>must</i> have road legal dimensions across Canada.	The bidder <i>must</i> provide general drawings of the proposed vehicle exterior			
3.9 a)	The vehicle at GVWR must sit level both front and back and side to side when parked on a level surface.	Substantive Information.			
	IAW NFPA 1901 the alternator provided must have a minimum output at idle to meet the minimum continuous electrical load of the vehicle.	Substantive Information.			
3.15.1 a)	A portable generator with compartment restraint must be provided with sufficient kilowatt to supply power to Edraulic rescue tool system, electrical cord reel and portable lights.	Substantive Information.			
	Proposed Equivalents				
PD Reference	PD Requirement	Bid Evaluation Requirement	Location in Bid Proposal		