

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

#### Proposition à : Défense nationale Canada

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

**Comments - Commentaires** 

#### RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

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

Attention: - Attention : Dong Le DLP 5-3-4-2

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

At - à : 2:00 PM - 14:00

On - le : 16 August 2023 – 16 Août 2023

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



Défense nationale

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

Title - Sujet ∟ine Maintenance Type Truck with a Rear Mounted Digger Derrick Unit 18.29 n (60 ft), 6x6			
Solicitation No. N° de l'invitation	Date of Solicitation Date de l'invitation		
W8476-236725/A	13 July 2023 - 13 Juillet 2023		
Address enquiries to: - Adresser toute demande de renseignements à :			

Dong Le

E-Mail Address - Courriel

dong.le@forces.gc.ca

#### Destination

See herein - Voir aux présentes

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

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

Delivery required Livraison exigée	Delivery offered Livraison proposée
See herein - Voir aux présentes Vendor/Firm Name and Address Raison sociale et adresse du fourn	isseur/de l'entrepreneur
Person authorized to sign on behal	f of Vendor/Firm (type or print): nom du fournisseur/de l'entrepreneur
(taper ou écrire en caractères d'imp	primerie) :
Name - Nom	Title - Titre
Signature	Date

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# **PART 1 - GENERAL INFORMATION**

#### 1.1 Requirement

- A. The Department of National Defence (DND) has a requirement to procure quantity two (2) Line Maintenance Truck with a rear Mounted Digger Derrick Unit 18.29 (60ft) for delivery to CFB Petawawa (ON). The requested delivery date is 365 days from contract award.
- B. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6.

#### 1.2 Security Requirements

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

#### 1.3 Debriefings

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

# **PART 2 - BIDDER INSTRUCTIONS**

#### 2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in this document and any of its attachments by number, date, and title are either:
  - (i) Set out in the <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> (2023-06-08), Standard Instructions Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
  - (i) Section 02, Procurement Business Number, is deleted in its entirety;
  - (ii) Section 05, Submission of bids, subsection 3, is deleted in its entirety;
  - (iii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
    - d. send its bid only to the location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
  - (iv) Section 05, Submission of bids, subsection 4, is amended as follows:

Delete: 60 days Insert: 120 days

- (v) Section 06, Late bids, is deleted in its entirety;
- (vi) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:
  - 07 Delayed bids
  - 1. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- (vii) Section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, is deleted in its entirety.
- (viii) Section 20, Further information, subsection 2, is deleted in its entirety.

#### 2.2 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.
- B. Bidders are requested that the solicitation number (W8476-236725/A) be included in the subject line of any email

#### 2.3 Enquiries - Bid Solicitation

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

#### 2.4 Applicable Laws

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

#### 2.5 Improvement of Requirement During Solicitation Period

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

#### **PART 3 - BID PREPARATION INSTRUCTIONS**

#### 3.1 Bid Preparation Instructions

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

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

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

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

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

- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. Bidders must demonstrate their compliance with the attachment to Part 4 entitled Evaluation Criteria. of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.

#### 3.2 Section I: Technical Bid

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

# 3.2.1 Substitutes and Alternatives

- A. Bidders may propose substitutes and alternatives where equivalent is indicated in the Annex entitled Requirement.
- B. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance as detailed in the Annex entitled Requirement, will be considered for acceptance where the Bidder:
  - (i) Clearly identifies a substitute and/or an alternative;
  - (ii) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
  - (iii) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
  - (iv) Provides complete specifications and brochures, where applicable;
  - (v) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the Annex entitled Requirement; and
  - (vi) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.
- C. Substitutes and alternatives offered as equivalent in form, fit, function quality and performance will not be considered for acceptance by the Technical Authority if:
  - (i) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or
  - (ii) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.

D. Bidders are encouraged to offer or suggest green products whenever possible.

# 3.3 Section II: Financial Bid

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

# 3.3.1 Electronic Payment of Invoices - Bid

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

# 3.3.2 Exchange Rate Fluctuation

- 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 or 2,000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/subassemblies will form part of the proposed contract.

#### 3.5.2.2 Extended Warranty Period

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

# ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

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

# PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

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

"Technical Evaluation Matrix, Line Maintenance Type Truck with a Rear Mounted Digger Derrick Unit 18.29 m (60 ft), 6x6 dated 1 June 2023".

# ATTACHMENT 2 TO PART 4 - PRICING SCHEDULE

#### 1. General

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

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

#### 2.1 Line Maintenance Type Truck with A Rear Mounted Digger Derrick Unit 18.29 m (60 ft), 6x6

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

Item	Delivery Point	Quantity Required (A)	Firm Unit Price (B)	Sub-Total (C = A x B)
001	CFB Petawawa Building H-110 Petawawa, Ontario K8H 2X3	2	\$	\$

Total (D = C)	\$

# PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

# 5.1 General

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

# 5.1.2 Certifications - Contract

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

# 5.2 Certifications Required with the Bid

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

# 5.2.1 Integrity Provisions - Declaration of Convicted Offences

A. In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the Integrity declaration form available on the Forms for the Integrity Regime 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>), 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.

Signature of Bidder's Authorized Representative Date

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

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

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

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

Signature of Bidder's Authorized Representative

Date

# 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 Technical Changes, Substitutes, and Alternatives

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

# 6.3 Standard Clauses and Conditions

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

#### 6.3.1 General Conditions

- A. <u>2010A</u> (2022-12-01), General Conditions Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:
  - (i) Article 01, Interpretation, definition of "Canada", "Crown", "His Majesty" or "the Government", is deleted in its entirety and replaced with the following:

"Canada", "Crown", "His Majesty" or "the Government" means His Majesty the King in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.

- (ii) Article 09, Warranty, subsections 1 and 2 are deleted in their entirety and replaced with the following:
  - 1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 12 months, or 2000 hours of usage, whichever comes first, after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.

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

All other provisions of the warranty section remain in effect.

# 6.3.2 Existing Technical Publications - Translation

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

# 6.3.3 Suspension of the work

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

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

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

#### 6.4 Term of Contract

#### 6.4.1 Delivery Dates

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

#### 6.4.2 Delivery Points

- A. Delivery of the requirement must be made to delivery point(s) specified at Annex B of the Contract.
- B. The Contractor must deliver the goods by appointment only. The Contractor is responsible for contacting the 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:	Dong Le
Position:	DLP 5-3-4-2
Address:	Department of National Defence Headquarters
	101 Colonel By Drive, Ottawa, Ontario K1A 0K2
E-mail:	dong.le@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 inform	nation 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
	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. 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:

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

#### 6.6.2 Limitation of Price

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

#### 6.6.3 Method of Payment

#### 6.6.3.1 Multiple Payments

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

#### 6.6.4 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) i<sub>0</sub>: = 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) i<sub>1</sub> = 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); and
- (iii) Wire Transfer (International Only).
- 6.7 Invoicing
- 6.7.1 Invoicing Instructions
- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must contain or be supported by the applicable documents:
  - (i) The serial number(s), or a copy of the New Vehicle Information Statement (NVIS) containing the Vehicle Identification Number(s) (VIN);

- (ii) A copy of proof(s) of training;
- (iii) A copy of the release document and any other documents as specified in the Contract;
- (iv) A copy of the quarterly progress report; and
- (v) A description of the Work delivered.
- (vi) A break down of the cost element
- 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: dong.le@forces.gc.ca

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

#### 6.7.2 Holdback

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

#### 6.8 Certifications and Additional Information

#### 6.8.1 Compliance

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

#### 6.9 Applicable Laws

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

# 6.10 **Priority of Documents**

- A. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:
  - (i) The Articles of Agreement;
  - (ii) The General Conditions <u>2010A</u> (2022-12-01), General Conditions Goods (Medium Complexity);

- (iii) Annex A, Requirement;
- (iv) Annex B, Basis of Payment;
- (v) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

#### 6.11 Defence Contract

- A. The Contract is a defence contract within the meaning of the <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> <u>Production Act</u>.

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

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

# 6.12 Foreign Nationals (Canadian Contractor)

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

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

#### 6.12 Foreign Nationals (Foreign Contractor)

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

#### 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 **Progress Reports**

A The Contractor must submit quarterly reports, in electronic format, on the progress of the Work, to both the Technical Authority and the Contracting Authority.

Each progress report must address the following questions:

- (a) Is the delivery on schedule?
- (b) Is the Contract free of any areas of concern in which the assistance or guidance of Canada may be required?
- (c) Each negative response must be supported with an explanation.

# 6.17 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

#### 6.17.1 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

# 6.18 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.

# 6.18 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.

#### 6.19 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

### 6.20 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

#### 6.20 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.

# 6.20 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.

#### 6.21 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: <u>ContractAdmin.DQA@forces.gc.ca</u>

# 6.22 Material

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

#### 6.23 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.

# 6.24 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.

### 6.25 Recall Notices

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

# 6.26 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.

#### 6.27 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> (<u>http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967</u>).</u>

#### 6.28 **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.

# 6.29 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.

# 6.30 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.

# 6.31 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.

#### 6.32 Incomplete Assemblies

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

# 6.33 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.

#### 6.34 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.

# 6.35 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.

#### 6.36 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.

# 6.37 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.

Amd. No. - N° de la modif. Original

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

See attached document(s) entitled:

"Purchase Description for Line Maintenance Type Truck with a Rear Mounted Digger Derrick Unit 18.29 m (60 ft), 6x6", ECC 145196, dated 2023-06-09"

# 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 Line Maintenance Type Truck with a Rear Mounted Digger Derrick Unit 18.29 m (60 ft), 6x6

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

Item	Delivery Point	Delivery Date	Quantity Required	Make/Model	Firm Unit Price
001	CFB Petawawa	[Date to be	2	To be added	\$[Cost to be detailed
	Building H-110	detailed in the		<mark>in the</mark>	in the resulting
	Petawawa, ON K8H 2X3	resulting		resulting	contract]
		contract]		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.

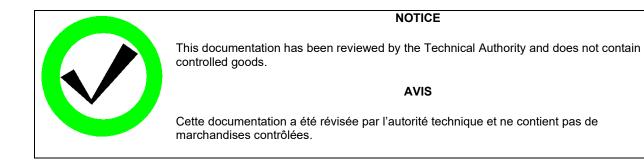


# **PURCHASE DESCRIPTION**

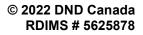
# FOR

# Line Maintenance Type Truck with a Rear Mounted Digger Derrick Unit 18.29 m (60 ft), 6x6.

# ECC 145196



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





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# 1.0 SCOPE

# 1.1 <u>Scope</u>

a) This Purchase Description describes the requirements for a line maintenance type truck with a rear mounted Digger Derrick unit.

# 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.
- g) Nominal dimensions reflect a method by which materials or products are generally identified, but which differ from the actual measured dimensions.

# 1.3 Definitions

- a) **"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.
- b) **"Vehicle** The entire vehicle including all systems and sub-systems, in a complete manufactured state in accordance with the requirements in this Purchase Description.
- c) **"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.
- d) **"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.
- e) **"Gross Vehicle Weight Rating (GVWR) -** The value specified by the vehicle manufacturer as the loaded weight of a single vehicle.

# 2.0 APPLICABLE DOCUMENTS

# 2.1 <u>Applicable Documents</u>

a) The following documents form part of this Purchase Description. The dates of issue are those in effect on the date of release of the RFP. Canada will not be supplying these documents. Sources are as shown:

# Canadian Occupational Health and Safety Regulations (COHSR)

CAN/CGSB Standard 3.517 Automotive (On-road) Diesel Fuel

# Motor Vehicle Safety Regulations (MVSR)

RDIMS #5625878

## Canadian Motor Vehicle Safety Standards (CMVSS)

## Yearbook Tire and Rim Association Inc.

R.S.C., 1985, c. H-3 Hazardous Products Act

- ANSI /SIA A92.2021 Vehicle-Mounted Elevating and Rotating Aerial Devices
- ANSI /SIA A10.31 Safety Requirements, Definitions and Specifications for Digger Derricks
- CAN/CSA C225 Vehicle Mounted Aerial Devices
- CAN/CSA Z259.11-17 Personal energy absorbers and lanyards

SAE J560 - Primary and Auxiliary Seven Conductor Electrical Connector for Truck-Trailer Jumper Cable

#### 3.0 **REQUIREMENTS**

#### 3.1 <u>Standard Design</u>

- 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 two years, or be manufactured by a company that has at least five 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 equipment **must** conform to all applicable laws, regulations and industrial standards in effect in Canada at the time of manufacture. The regulatory areas may include but are not necessarily limited to manufacturing, health and safety, noise levels, environment and emissions.
- e) **Published Ratings** The vehicle *must* have system and component capacities equivalent to published ratings (i.e. product or component brochures).
- f) **Measurements** Values for labels and indicators provided with equipment *must* be presented in metric units, or *must* have both imperial and metric units with metric dominant.

#### 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 37 degrees Celsius C (-40 to 99 degrees Fahrenheit).

#### 3.2.2 <u>Terrain</u>

a) The vehicle *must* operate on highways, secondary roads, gravel roads, and limited off-road including construction sites, open fields and dirt tracks.

#### 3.3 <u>Safety Standards</u>

#### 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.
- c) The vehicle *must* be designed and built in accordance with the latest version of ANSI /SIA A92.2, ANSI/SIA A10.31 and CSA C225.

#### 3.3.2 Human Factors Engineering

- a) The vehicle, all systems, and components must comply with the relevant sections of the Canadian occupational Health safety regulation (COHSR).
- b) The vehicle *must* be manufactured/assembled for safety and ease of use by CAF users with anthropometric characteristic measurements ranging from 95<sup>th</sup> percentile male to 5<sup>th</sup> percentile female;

c) The vehicle *must* have entry and exit points equipped with handles and steps sized and positioned to accommodate CAF users with anthropometric characteristic measurements ranging from 95<sup>th</sup> percentile male to 5<sup>th</sup> percentile female;

#### 3.4 Vehicle Performance, Ratings and Dimensions

#### 3.4.1 Performance

- a) The vehicle, at GVWR, *must* sustain a minimum top speed of 100 kilometers per hour on a level paved road.
- b) When operating at the GVWR, the vehicle *must* tow a 9 072 kg (20 000lbs) trailer.
- c) Axle loads *must* comply with all the provincial weight restrictions across Canada.
- d) The vehicle *must* have road legal dimensions across Canada;

## 3.5 <u>Outriggers/Stabilizers</u>

a) Stabilizers and outriggers *must* be provided in accordance with safety requirements in ANSI/SAIA A92.2 or CSA 225.

#### 3.6 Engine Requirements

#### 3.6.1 Engine Components

- a) The engine *must* operate on ultra-low sulphur diesel fuel to the CAN/CGSB Standard 3.517.
- b) The engine *must* be equipped with replaceable air filters.

#### 3.6.2 Cold Weather Starting Aids

- a) A low temperature engine starting aid *must* be provided.
- b) A 110 Volt engine heater *must* be provided.
- c) A thermostatically controlled water separator/fuel filter *must* be provided to preheat diesel fuel prior to starting.
- d) The battery *must* be housed in an insulated battery box or blanket.
- e) A 110 Volt battery heater *must* be provided.

## 3.7 Drivetrain

- a) The vehicle *must* be minimum 6X6 drive.
- b) The power train *must* include a "Park" or "Neutral" starting interlock.
- c) The power train *must* include limited slip or driver controlled locking differential(s) on the drive axle(s).

#### 3.8 <u>Transmission</u>

- a) The vehicle *must* be equipped with an automatic transmission.
- b) The transmission *must* have an oil cooler.
- c) A transmission oil dipstick or any other means to determine oil level *must* be provided.
- d) An audible back-up alarm *must* be installed to alert personnel that the vehicle transmission is in reverse.

#### 3.9 Braking Requirements

#### 3.9.1 Brakes

- a) The vehicle *must* be equipped with a braking system, including a parking brake.
- b) The braking system *must* include an anti-lock (ABS) brake system.
- c) A brake interlock *must* be provided to prevent the vehicle from being moved when the outriggers or stabilizers are activated.

#### 3.10 Steering

- a) The vehicle *must* be provided with a front wheel power steering system.
- b) The steering system *must* be provided with a telescopic/tilt steering column.

#### 3.11 <u>Wheels, Rims and Tires</u>

- a) Tires *must* have a tread pattern for use in the operating conditions described in Paragraph 3.2.
- b) Tires and rims *must* include solid tube valve extensions for inner tires, if used, to allow for easy access.

#### 3.12 <u>Cab</u>

- a) The vehicle *must* be equipped with a two-person weatherproof cab.
- b) A minimum of two doors *must* be provided with power locks, be keyed alike.
- c) A ventilation / heating and defrosting system *must* be provided, with a multi-speed fan.
- d) An air conditioning system *must* be provided equipped with all components and controls required for regulation of the cab interior temperature.
- e) The cab floor or floor mats *must* be weatherproof.
- f) Two rotating interior sun visors *must* be installed.
- g) A back-up camera system *must* be installed in the cab
- h) An AM/FM stereo radio with an auxiliary port and Bluetooth connection *must* be provided.
- i) Two heavy-duty, powered and heated exterior side mirrors, with convex section, *must* be provided with in-cab controls.
- j) 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.

#### 3.13 Storage Compartments

- a) The vehicle *must* be equipped with a minimum of eight compartments with a combined minimum volume of 2.28 cubic metres.
- b) The vehicle *must* be equipped with fiberglass storage compartments.
- c) The storage compartments *must* be weatherproof to prevent the ingress of water.
- d) The storage compartments *must* be equipped with a mechanism designed to hold compartment doors open at a minimum of 110 degrees.
- e) The storage compartments shelves *must* be lined with non-slip safety matting.
- f) The storage compartments drawers *must* be equipped with lock in and out latches.
- g) All cabinets *must* be equipped with weather proof LED strip lightning.

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h) The storage compartments removable shelves *must* have a minimum load capacity of 45 kilograms (100 pounds).

## 3.14 Equipment Requirements

#### 3.14.1 Aerial Device

- a) The vehicle *must* be equipped with an aerial device.
- b) The aerial device *must* be rear mounted.
- c) The aerial device *must* be certified category "C" according to ANSI /SIA A92.2 standard.
- d) The aerial device *must* have a minimum height of 18.29 meters (60 feet), measured from the ground to the bottom of the platform;
- e) The aerial device *must* be equipped with a boom tip winch with a minimum capacity of 6820 kilograms (15 000 pounds) at an 80 degree elevation.
- f) The boom tip winch *must* be equipped with 30.48 m (100ft) of cable.

#### 3.14.2 Aerial Device Controls

- a) Upper and lower controls *must* be provided.
- b) Upper and lower controls *must* include a two-speed throttle control.

#### 3.14.3 Emergency Aerial Device Operation

- a) An emergency 12 Volt system *must* be provided to:
  - I. Allow an operator in the platform to lower himself to safety if the engine or hydraulic system become inoperative; and
  - II. Retract the outriggers if the engine or main hydraulic system becomes inoperative.

#### 3.14.4 Platform

- a) A one-person, fibre-reinforced bucket with integral external access steps *must* be provided.
- b) The platform *must* be equipped with an insulating liner constructed from non-conductive material certified category "C" (46 kV and below).
- c) The platform *must* have a minimum rated payload capacity of 180 kilograms (400 pounds).
- d) The platform *must* have anchorage for fall protection.
- e) The platform *must* have a covering system to minimize ingress of water.
- f) The platform *must* have removable tool trays suitable for the bucket and liner provided.

## 3.14.5 Front Winch

- a) A hydraulic front winch *must* be provided.
- b) The front winch *must* have a minimum capacity of 13 600 kilograms (30 000 pounds) and 76.2 m (250 ft) of cable.
- c) The front winch cable *must* be supplied with a mechanical spliced eye at the end.
- d) The front winch *must* include an automatic drag and safety brake, a hydraulic overload device, a free spooling feature, a 900 millimeter (3 feet) leader chain with hook and a roller fairlead.
- e) The front winch *must* operate using a wireless remote control unit, powered in both directions.
- f) The front winch *must* include a snatch block capable of withstanding a double line pull capacity of the winch.

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g) The front winch *must* have controls located in the cab.

## 3.14.6 Rear Winch

- a) A hydraulic rear winch *must* be provided.
- b) The rear winch *must* be installed in the rear bumper and equipped with X-Y fairleads.
- c) The rear winch *must* have a minimum capacity of 9 072 kilograms (20 000 pounds) and 76.2 m (250 ft) of cable.
- d) The rear winch cable *must* be supplied with a mechanical spliced eye at the end.

#### 3.15 Digger Attachment

- a) A two speed or continuous speed hydraulic digger *must* be provided.
- b) The digger *must* be equipped with an overload protection system.
- c) Three vehicle-mounted augers *must* be provided.
- d) The auger heads *must*:
  - i. Have diameters of 200 millimetres (8 inch), 400 millimetres (16 inch) and 600 millimetres (24 inch);
  - ii. Be equipped with carbide teeth designed to operate in rocky soil conditions; and come complete with a screw anchor wrench assembly for 38 millimetre (1 ½ inch) anchors and 63 millimetre (2 ½ inch) Kelly Bar with locking dog assembly.
- e) An auger overwind protection system *must* be provided to protect during auger storage procedures.
- f) All necessary hydraulic accessories and controls required to operate digger *must* be provided.
- g) Stowage for extension shaft and out-put digger shaft *must* be provided.
- h) Stowage brackets for two augers *must* be provided.

#### 3.15.1 Pole Guide

- a) A hydraulic tilting pole grabber *must* be provided.
- b) The hydraulic pole guide *must* be mounted in such a position so as to not interfere with the operation of fibreglass extension or cause the platform to be removed to effect operation.

## 3.15.2 Pole Puller

- a) A hydraulic pole puller *must* be provided, with a minimum rated capacity of 25 545 kilograms (56 000 pounds).
- b) The pole puller *must* fit into a mounting tray on the platform deck.
- c) The pole puller *must* include at least 2.1 metres (7 feet) of high tensile chain and base.

#### 3.15.3 Pole Tamper

- a) A hydraulic pole tamper at least 1.8 metres (72 inches) in length, including quick release couplers *must* be provided.
- b) The pole tamper *must* have a kidney-shaped foot, control valve on tube, and a free flow return line.

## 3.16 <u>Miscellaneous Equipment</u>

a) Two safety harnesses and fall arrest shock absorbing type lanyards *must* be provided.

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- b) Safety triangles *must* be provided.
- c) First aid kit *must* be provided installed in a secure an easy to reach area.
- d) Two stone deflectors *must* be incorporated around the rear wheel wells.
- e) A removable vice mount complete with a 150 millimetre (6 inch) vice located at the rear of the vehicle *must* be provided.
- f) One certified fire extinguisher with a minimum capacity of 2.3 kilograms (5 pound), mounted firmly in place under all operating conditions, with quick release type latching for accessibility and suitable for low temperature use *must* be provided.
- g) Front and rear licence plate holder *must* be provided.
- h) Towing hooks *must* be provided at the front and rear of the vehicle.
- i) Mud flaps *must* be provided.

#### 3.17 <u>Towing</u>

- a) The vehicle *must* have a minimum towing capacity of 9 072 kg (20 000 lbs).
- b) The vehicle *must* be equipped with a rear pintle hook.
- c) The vehicle *must* be equipped with two safety chain towing shackles located on either side of the pintle hook.
- d) A 7-pin electrical trailer socket *must* be provided in accordance with SAE J560.

#### 3.18 <u>Hydraulic System</u>

- a) A hydraulic oil cooler *must* be provided.
- b) Hydraulic filter change indicators *must* be provided.
- c) Hydraulic hoses should be grouped together and *must* be clearly identified.
- d) If supplied with the equipment, clearly marked test ports *must* be provided.

#### 3.19 <u>Electrical System</u>

- a) The vehicle *must* be equipped with a 12 Volt electrical system
- b) Wiring *must* be protected by insulating grommets, where passing through metal.
- c) A master disconnect switch, accessible from the ground, *must* be provided.
- d) Three 120 Volt, 60 Hertz power outlets *must* be provided.
- e) An inverter with minimum output of 2 000 Watts *must* be provided.

#### 3.20 Lighting

- a) Lights *must* be recessed or otherwise protected from damage with all components accessible for servicing.
- b) At least one amber coloured beacon light *must* be provided.
- c) At least three adjustable Grote work lights P/N BZ131-5 or *Equivalent must* be provided, mounted to illuminate the rear of the vehicle and each of the sides.

#### 3.21 <u>Controls</u>

- 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) Vehicle controls *must* be grouped together in the cab
- c) Applicable equipment controls *must* be grouped together in the cab.
- d) Controls *must* not restrict the operator's field of view.
- e) Control panel lights *must* be provided for adequate lighting for night-time operations.

#### 3.22 Instruments

- a) A boom stowed position indicator mounted in the cab *must* be included.
- b) If applicable, a hydraulic oil temperature and level indicator *must* be provided.
- c) An hour-meter with numeric display, which accurately records accumulated engine running time up to at least 9 999 hours *must* be provided.
- d) Differential lock indicator *must* be provided.

#### 3.23 <u>Paint</u>

- a) The vehicle *must* be painted white.
- b) All metal surfaces *must* be protected.
- c) The prime coating *must* be a high durability, corrosion resistant type, such as an epoxy.
- d) The chassis and chassis components *must* be painted black.

#### 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) Rust protection *must* be applied to the vehicle such as Krown rust control or equivalent.

#### 3.25 Warning, Markings and Instruction Plates

- 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.

#### 3.26 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.

#### 4.0 INTEGRATED LOGISTIC SUPPORT

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

Element	Format/Medi um	Delivered to TA	Supplied with each vehicle/ equipment	Reference Paragraph
Set of Manuals	Digital Paper	Х	X X	4.2
Warranty Letter	Digital	Х	X	4.3
Data Summary	Digital	Х		4.4.1
Photographs	Digital	Х		4.4.2
Line Setting Ticket	Digital	Х	Х	4.4.3
Dimensioned Drawing	Digital	Х	Х	4.4.4
New Vehicle Information Statement (NVIS) Document	Digital	Х		4.4.5
Special Tool List	Digital	Х		4.4.6

**4.2** <u>Vehicle Manuals</u> – All manuals required for the description, operation, maintenance and repair of the complete equipment, including chassis and 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.
- 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, fluid volume, and special tools (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.
- e) The maintenance manual *must* include special tools list as per 4.3.4.

#### 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 calendar days.
- b) The contractor must provide responses to the TA comments.
- c) One 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 complete set of approved manuals (Operator's, Maintenance, and Parts) *must* accompany each vehicle, shipped to each location.
- b) The manuals *must* be in paper and electronic format.

#### 4.2.6 Electronic Format

- a) Approved copies of the electronic format manuals *must* be delivered on CD/DVD-ROM.
- b) CD/DVD-ROM *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 electronic and paper version 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.

#### 4.3.2 Warranty Letter Delivery

a) The Contractor *must* provide a bilingual warranty letter to the Technical Authority and with each vehicle. If the Technical Authority requires the letter to be in DND format, then they 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 bilingual Data Summary 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 Line Setting Ticket

a) The contractor must provide the chassis manufacturer's Line Setting Ticket, or equivalent, describing the components provided on the cab and chassis *must* be provided.

#### 4.4.4 Dimensioned Drawing

a) One side and front view sketch showing the dimensions *must* be provided.

#### 4.4.5 New Vehicle Information Statement (NVIS) Document

- a) The contractor *must* provide the New Vehicle Information Statement Document for each chassis.
- b) The NVIS document *must* be delivered to the Technical Authority prior the delivery of the vehicle

#### 4.4.6 Special Tools List

- a) The Contractor *must* provide an itemized list of specific special tools required for the servicing and repair of the vehicle and include:
  - i. Item name;
  - ii. Contractor's part number;
  - iii. Manufacturer's part number (OEM);
  - iv. Quantity recommended per delivery location;
  - v. Unit price; and
  - vi. Unit of issue.

#### 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 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 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 seven 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 this document in an electronic format.

#### 4.6.2 Maintenance Training Curriculum

- a) Operator's training detailed in Paragraph 4.6.3below *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.
- e) Special tools and test equipment *must* be included in the curriculum (if applicable).

#### 4.6.3 **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 seven (7) 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 this document in an electronic format.

#### 4.6.4 **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 and weekly operator servicing procedures *must* be included in the curriculum.
- f) A minimum of two (2) hours practical operating experience, *must* be provided.

#### 4.6.5 Training Materials

- a) Training materials *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.

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

**Technical Evaluation Matrix** 

Title:

Line Maintenance Type Truck with a Rear Mounted Digger Derrick Unit 18.29 m (60 ft), 6x6

Date:

June 1, 2023

## **Technical Evaluation Matrix**

## Line Maintenance Type Truck with a Rear Mounted Digger Derrick Unit 18.29 m (60 ft), 6x6

**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 a)	Latest Model - The vehicle design <i>must</i> be the manufacturer's latest model.	Substantive Information				
	<b>Industry Acceptability</b> - The vehicle design <i>must</i> have demonstrated industry acceptability by having been manufactured and sold commercially for at least two years, or be manufactured by a company that has at least five years' experience in design and manufacturing of a comparable type of equipment of equivalent or greater complexity.	The Bidder must provide company information for industry acceptability and/or experience as specified in the purchase description. Company information must include: - Company name and location - Year the company/requested vehicule was created/acquired.				
3.4.1 a)	<b>Performance</b> - The vehicle, at GVWR, <i>must</i> sustain a minimum top speed of 100 kilometers per hour on a level paved road	Substantive Information				
3.4.1 b)	<b>Performance</b> - When operating at the GVWR, the vehicle <i>must</i> tow a 9 072 kg (20 000lbs) trailer.	Substantive Information				
3.7 a)	Drivetrain - The vehicle <i>must</i> be minimum 6X6 drive.	Substantive Information				
3.8 a)	<b>Transmission</b> - The vehicle <i>must</i> be equipped with an automatic transmission.	Substantive Information				

3.15 d)	<b>Digger Attachment</b> - The auger heads <i>must</i> : i. Have diameters of 200 millimetres (8 inch), 400 millimetres (16 inch) and 600 millimetres (24 inch); ii. Be equipped with carbide teeth designed to operate in rocky soil conditions; and come complete with a screw anchor wrench assembly for 38 millimetre (1 ½ inch) anchors and 63 millimetre (2 ½ inch) Kelly Bar with locking dog assembly.	Substantive Information				
3.19 a)	<b>Electrical System</b> - The vehicle <i>must</i> be equipped with a 12 Volt electrical system.	Substantive Information				
Proposed Equivalents						
PD Reference	PD Requirement	Bid Evaluation Requirement	Location in Bid Proposal			