



National Defence

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: National Defence Canada

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

Proposition à : Défense nationale Canada

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

Comments - Commentaires

RETURN BIDS TO: RETOURNER LES SOUMISSIONS À :

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

Attention: - Attention :
Mylène Faguy DLP 5-3-2

Solicitation Closes - L'invitation prend fin

At - à :
2:00 PM - 14:00

On - le : April 12, 2024

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

Title - Sujet Municipal Sidewalk Tractor with Attachments / Tracteur pour trottoirs municipaux avec attachements	
Solicitation No. N° de l'invitation W8476-246843/A	Date of Solicitation Date de l'invitation February 29, 2024
Address enquiries to: - Adresser toute demande de renseignements à : Mylène Faguy DLP 5-3-2	
Telephone No. - N° de telephone 343-598-9302	E-Mail Address - Courriel Mylene.faguy@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 See herein - Voir aux présentes	Delivery offered Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Name - Nom	Title - Titre
Signature	Date

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PART 1 - GENERAL INFORMATION

1.1 Requirement

- A. The Department of National Defence (DND) has a requirement to procure Qty of 2 Municipal Sidewalk Tractor with Attachments for delivery to Gagetown. The requested delivery date is 120 days after the contract award. An option for Qty of 2 additional Municipal Sidewalk Tractor with Attachments is included for delivery within Canada.
- B. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6.

1.2 Security Requirements

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

1.3 Debriefings

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

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

A. All instructions, clauses and conditions identified in this document and any of its attachments by number, date, and title are either:

- (i) Set out in the [Standard Acquisition Clauses and Conditions \(SACC\) Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada; or
- (ii) Included as attachments.

These documents are incorporated by reference, and they form part of this document as though they were expressly set out here in full.

B. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.

C. The [2003](#) (2023-06-08), Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):

- (i) Section 02, Procurement Business Number, is deleted in its entirety;
- (ii) Section 05, Submission of bids, subsection 3, is deleted in its entirety;
- (iii) Section 05, Submission of bids, subsection 2, paragraph d., is deleted in its entirety and replaced with the following:
 - d. send its bid only to the location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
- (iv) Section 05, Submission of bids, subsection 4, is amended as follows:
 - Delete: 60 days
 - Insert: 120 days
- (v) Section 06, Late bids, is deleted in its entirety;
- (vi) Section 07, Delayed bids, is deleted in its entirety.
- (vii) Section 08, Transmission by facsimile or by Canada Post Corporation's (CPC) Connect service, is deleted in its entirety.
- (viii) Section 20, Further information, subsection 2, is deleted in its entirety.

2.1.1 Technical Difficulties of Bid Transmission

Despite anything to the contrary in (05), (06) or (08) of the Standard Instructions, where a Bidder has commenced transmission of its bid through an electronic submission method (such as facsimile or Canada Post Corporation's (CPC) Connect service, or other online service) in advance of the bid solicitation closing date and time, but due to technical difficulties, Canada was unable to receive or decode the entirety of the Bid by the deadline, Canada may nonetheless accept the entirety of the Bid received after the bid solicitation closing date and time, provided that the Bidder can demonstrate the following:

- (i) The bidder contacted Canada in advance of the bid solicitation closing date and time to attempt to resolve its technical difficulties; or

(ii) The electronic properties of the Bid documentation clearly indicate that all components of the Bid were prepared in advance of the bid solicitation closing date and time.

2.1.2 Completeness of the Bid

After the closing date and time of this bid solicitation, Canada will examine the Bid to determine completeness. The review for completeness will be limited to identifying whether any information submitted as part of the bid can be accessed, opened, and/or decoded. This review does not constitute an evaluation of the content, will not assess whether the Bid meets any standard or is responsive to all solicitation requirements, but will be solely limited to assessing completeness. Canada will provide the Bidder with the opportunity to submit information found to be missing or incomplete in this review within two business days of notice.

Specifically, the bid will be reviewed and deemed to be complete when the following elements have been submitted by the bidder:

1. That certifications and securities required at bid closing are included.
2. That bids are properly signed, that the bidder is properly identified.
3. Acceptance of the terms and conditions of the bid solicitation and resulting contract.
4. That all documents created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.
5. All certifications, declarations and proofs created prior to bid closing but due to technical difficulties Canada was unable to receive them, have been properly submitted and received by Canada.

2.2 Submission of Bids

- A. Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.
- C. Due to the nature of the bid solicitation, bids transmitted by Canada Post Corporation's (CPC) Connect service will not be accepted.

2.2.1 Electronic Submissions

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

2.3 Enquiries - Bid Solicitation

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

2.4 Applicable Laws

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

2.5 Improvement of Requirement During Solicitation Period

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

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

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

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

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

B. 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 Annex B entitled Basis of Payment.

3.3.1 Electronic Payment of Invoices - Bid

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the Attachment 1 to Part 3 entitled Electronic Payment Instruments, to identify which ones are accepted.
- B. If the Attachment 1 to Part 3 entitled Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.
- C. Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.4 Section III: Certifications

- A. Bidders must submit the certifications and additional information required under Part 5.

3.5 Section IV: Additional Information

- A. In Section IV of their bid, bidders should provide:
- (i) A completed, signed, and dated Page 1 of this solicitation, or final amendment, as applicable;
 - (ii) The name of the person(s) and associated contact information (title, mailing address, phone number, and e-mail address) authorized by the Bidder to:
 - (a) Enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
 - (b) Coordinate delivery and follow-up; and
 - (c) Provide after sales service, maintenance, warranty repairs, and a full range of repair parts for the vehicle/equipment offered.

3.5.1 Delivery Date(s)

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

3.5.1.1 Firm Goods and/or Services

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

3.5.1.2 Optional Goods and/or Services

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

3.5.2 Warranty Period

3.5.2.1 Manufacturer's Standard Warranty Period

- A. Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the 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 K0031C - Warranty - Modification - General Conditions 2010A (2016-01-28)

- A 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.

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

4.1.1.1 Mandatory Technical Criteria

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

4.1.2 Financial Evaluation

4.1.2.1 Firm Goods and/or Services

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

4.1.2.2 Optional Goods and/or Services

- A. The price of the bid will be evaluated in Canadian dollars, Delivered Duty Paid (DDP) destination (Shipping Costs in accordance with Annex B excluded), 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: Municipal Sidewalk Tractor with Attachments dated 2023-07-19 “.

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 Municipal Sidewalk Tractor

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

Item	Delivery Point	Quantity Required (A)	Firm Unit Price (B)	Sub-Total (C = A x B)
1	5 CDSB Gagetown	2	\$	\$
Total (D = sum C)				\$

3. Optional Goods and/or Services

3.1 Municipal Sidewalk Tractor

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

Item	Quantity of Optional Items (E)	Firm Unit Price (F)	Total (G = E x F)
2	2	\$	\$
Total (H = sum G)			

3.2 Operator Instruction and Training

- A. The Firm Unit Price(s) include(s) associated services and deliverables, as per Annex A, Requirement, and excludes travel and living expenses:

Item	Language	Quantity of Optional Items (I)	Firm Unit Price (J)	Sub-Total (K = I x J)
3	English , French or Bilingual	1	\$	\$
Total (L= sum K)				\$

4. Price of the Bid

Grand Total (M= D + H + L)	\$
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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1 General

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

5.1.1 Certifications - Contract

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

5.2 Certifications Required with the Bid

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

5.2.1 Integrity Provisions - Declaration of Convicted Offences

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

5.3 Certifications Precedent to Contract Award and Additional Information

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

5.3.1 Integrity Provisions - Required Documentation

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

5.3.2 Status and Availability of Resources

- A. The Bidder certifies that, should it be awarded a contract as a result of the bid solicitation, every individual proposed in its bid will be available to perform the Work as required by Canada's representatives and at the time specified in the bid solicitation or agreed to with Canada's representatives. If for reasons beyond its control, the Bidder is unable to provide the services of an individual named in its bid, the Bidder may propose a substitute with similar qualifications and experience. The Bidder must advise the Contracting Authority of the reason for the substitution and provide the name, qualifications and experience of the proposed replacement. For the purposes of this clause, only the following reasons will be considered as

beyond the control of the Bidder: death, sickness, maternity and parental leave, retirement, resignation, dismissal for cause or termination of an agreement for default.

- B. If the Bidder has proposed any individual who is not an employee of the Bidder, the Bidder certifies that it has the permission from that individual to propose his/her services in relation to the Work to be performed and to submit his/her résumé to Canada. The Bidder must, upon request from the Contracting Authority, provide a written confirmation, signed by the individual, of the permission given to the Bidder and of his/her availability. Failure to comply with the request may result in the bid being declared non-responsive.

5.3.3 Education and Experience

- A. The Bidder certifies that all the information provided in the résumés and supporting material submitted with its bid, particularly the information pertaining to education, achievements, experience, and work history, has been verified by the Bidder to be true and accurate. Furthermore, the Bidder warrants that every individual proposed by the Bidder for the requirement is capable of performing the Work described in the resulting contract.

5.3.4 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

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

- A. The Bidder is requested to provide the information in Part 6 at 6.5.3 Contractor's Representative and at 6.5.4 After Sales Service.

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

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

Signature of Bidder's Authorized Representative Date

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 Department of National Defence (DND) has a requirement to procure Qty of 2 Municipal Sidewalk Tractor with Attachments for delivery to Gagetown. The requested delivery date is 120 days after the contract award. An option for Qty of 2 additional Municipal Sidewalk Tractor with Attachments is included for delivery within Canada.

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

6.2.2 Optional Goods and/or Services

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

6.3 Standard Clauses and Conditions

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

6.3.1 General Conditions

A. 2010A (2022-12-01), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:

(i) Article 01, Interpretation, definition of "Canada", "Crown", "His Majesty" or "the Government", is deleted in its entirety and replaced with the following:

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

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

1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be 12 months, or 2000 Hours of usage, whichever comes first, after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

6.3.2 Existing Technical Publications - Translation

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

6.3.3 Compliance with on-site measures, standing orders, policies and rules

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

6.3.4 Suspension of the work

A. 1. The Contracting Authority may at any time, by written notice, order the Contractor to suspend or stop the Work or part of the Work under the Contract for a period of up to 180 days. The Contractor must immediately comply with any such order in a way that minimizes the cost of doing so. While such an order is in effect, the Contractor must not remove any part of the Work from any premises without first obtaining

the written consent of the Contracting Authority. Within these 180 days, the Contracting Authority must either cancel the order or terminate the Contract, in whole or in part, under section(s) 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 Period of the Contract

A. The period of the Contract is from date of Contract to fully delivery and acceptance of goods

6.4.2 Delivery Dates

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

B. The optional goods must be received on or before 120 days after contract amendment **[or as specified by the bidder in its bid, if applicable]** from exercise of the option(s).

6.4.3 Delivery Points

A. Delivery of the requirement must be made to delivery point(s) specified at Annex B of the Contract.

B. The Contractor must deliver the goods by appointment only. The Contractor is responsible for contacting the 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: Mylène Faguy
Title: Materiel Acquisition and Support Specialist
Position: DLP 5-3-2
Address: Department of National Defence Headquarters
101 Colonel By Drive Ottawa,
Ontario K1A 0K2

Telephone: 343-550-2072

E-mail: mylene.faguy@forces.gc.ca

B. The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work

in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

6.5.2 Technical Authority

A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

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

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

6.5.3 Quality Assurance Authority

A. The Quality Assurance Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

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

B. 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 information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.5.5 After Sales Service (Gagetown)

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

[Contact information to be detailed in the resulting contract]

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

6.6.2 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

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

6.6.4 Electronic Payment of Invoices

- A. The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

[List to be updated in the resulting contract]

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

6.7 Invoicing

6.7.1 Invoicing Instructions

- A. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- B. Each invoice must contain or be supported by the applicable documents:
- (i) The serial number(s), or a copy of the New Vehicle Information Statement (NVIS) containing the Vehicle Identification Number(s) (VIN);
 - (ii) A copy of proof(s) of training
 - (iii) A copy of the release document and any other documents as specified in the Contract;
 - (iv) A copy of invoices or receipts for Shipping Costs;
 - (v) A description of the Work delivered; and
- C. Invoices must be distributed as follows:
- (i) The invoice along with any required supporting documentation must be forwarded to the Contracting Authority for certification and payment at:

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

6.7.2 Holdback

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

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 Priority of Documents

- A. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:
- (i) The Articles of Agreement;
 - (ii) The General Conditions 2010A (2022-12-01), General Conditions - Goods (Medium Complexity);
 - (iii) Annex A, Requirement;
 - (iv) Annex B, Basis of Payment;
 - (v) the Contractor's bid dated **[date to be specified in the resulting contract]**, as clarified on **[date to be specified in the resulting contract, if required]**, and as amended on **[date to be specified in the resulting contract, if required]**.

6.11 Defence Contract

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

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

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

6.12 Foreign Nationals (Canadian Contractor)

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

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

6.12 Foreign Nationals (Foreign Contractor)

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

6.13 Insurance - No Specific Requirement

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

if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

6.14 Inspection and Acceptance

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

6.15 Post-Contract Award Meeting

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

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

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

6.16.1 Assistance for Government Quality Assurance (GQA)

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

- E. For the design, development or maintenance of software, the Contractor must interpret the requirements of *ISO 9001:2015 "Quality management systems - Requirements"*, according to the guidelines of the latest issue (at contract date) of *ISO/IEC 90003:2014 "Software engineering - Guidelines for the application of ISO 9001:2008 to computer software"*.

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

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

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

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

Director of Quality Assurance (DQA)
National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

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

Atlantic - Halifax: 902-427-7224 or 902-427-7150
Quebec - Montreal: 514-732-4401 or 514-732-4477
Quebec - Quebec City: 418-694-5996
National Capital Region - Ottawa: 819-939-8605 or 819-939-8608
Ontario - Toronto: 416-635-4404, ext. 6081 or 2754
Ontario - London: 519-964-5757
Manitoba/Saskatchewan - Winnipeg: 204-833-2500, ext. 6574
Alberta - Calgary: 403-410-2320, ext. 3830
Alberta - Edmonton: 780-973-4011, ext. 2276
British Columbia - Vancouver: 604-225-2520, ext. 2460
British Columbia - Victoria: 250-363-5662

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

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

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

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

Director of Quality Assurance
National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca

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

6.18 Quality Assurance Document

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

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

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

6.19 Release documents (Department of National Defence): Canadian-based contractor

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

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

6.19 Release Documents (Department of National Defence): United States-based Contractor

- A. Material must be released for shipment using a DD Form 250, Material Inspection and Receiving Report, or a release document containing the same information and acceptable to the Quality Assurance Representative. The Contractor must prepare the release document(s).

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

6.19 Release Documents (Department of National Defence): Foreign-based Contractor

- A. Material must be released for shipment using a Certificate of Conformity in accordance with NATO STANAG 4107 which must be prepared by the Contractor.

6.20 Release Documents - Distribution

- A. The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- (i) 1 copy mailed to consignee marked: "Attention: Receipts Officer";
- (ii) 2 copies with shipment (in a waterproof envelope) to the consignee;
- (iii) 1 copy to the Contracting Authority;
- (iv) 1 copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2

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 0K2

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

6.21 Material

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

6.22 Interchangeability

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

6.23 Vehicle Safety

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

6.24 Recall Notices

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

6.25 Packaging

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

6.26 Wood packaging materials

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

6.27 Preparation for Delivery

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

6.28 Delivery of Dangerous Goods/Hazardous Products

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

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: DSCO 5-4-2
 - (ii) 1 copy sent in any electronic format to the following address: MSDS-FS@FORCES.GC.CA.

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

6.29 Tools and Loose Equipment

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

6.30 Delivery and Unloading

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

6.31 Incomplete Assemblies

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

6.32 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.

6.33 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.

6.34 Dispute Resolution Services

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

ANNEX A - REQUIREMENT

See attached document(s) entitled:

“Purchase description (PD) for Municipal Sidewalk Tractor with Attachments **Date 2023-07-31**”.

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 Municipal Sidewalk Tractor with Attachments

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

Item	Delivery Point	Delivery Date	Quantity Required	Make/Model	Firm Unit Price
1	5 CDSB Gagetown	[Date to be detailed in the resulting contract]	2	To be added in the resulting contract	\$(Cost to be detailed in the resulting contract)

3. Optional Goods and/or Services

3.1 Municipal Sidewalk Tractor with Attachments

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

Item	Delivery Point	Delivery Date	Quantity of Optional Items	Make/Model	Firm Unit Price
2	[Location to be detailed in the resulting contract amendment]	[Date to be detailed in the resulting contract amendment]	2	To be added in the resulting contract	\$(Cost to be detailed in the resulting contract)

3.2 Shipping Costs for optional goods

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

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

3.3 Operator Instruction and Training

A. The Firm Unit Price(s) include(s) associated services and deliverables, as per Annex A, Requirement, and excludes travel and living expenses:

Item	Language	Quantity of Optional Items	Firm Unit Price
4	English, French, or Bilingual,	1	\$(Cost to be detailed in the resulting contract)

3.4 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.

3.5 Travel and Living Expenses - National Joint Council Travel Directive - Instructions and Training

- A. The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, and private vehicle allowances specified in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/d10/en>), and with the other provisions of the directive referring to "travelers", rather than those referring to "employees". Canada will not pay the Contractor any incidental expense allowance for authorized travel.
- B. All travel must have the prior authorization of the Technical Authority.
- C. All payments are subject to government audit.
- D. Estimated Cost: \$[cost to be detailed at the time of amendment].



PURCHASE DESCRIPTION FOR

Municipal Sidewalk Tractor with Attachments ECC 167102

NOTICE



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

AVIS

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

OPI DSVPM 5 – DAVPS 5

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

1.1 Summary

This document describes a diesel powered, 4-wheel drive, articulated, multi-purpose sidewalk and maintenance tractor. This municipal type tractor includes various attachments as specified in this Purchase Description.

1.2 Instructions - The following instructions apply to this Purchase Description:

- a) Requirements, which are identified by the word “**must**”, are mandatory. Deviations will not be permitted.
- b) Requirements identified with a “will” define actions to be performed by Canada and require no action/obligation on the Contractor’s part.
- c) 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 – The following definitions apply to the interpretation of this Purchase Description:

- a) “**Technical Authority**” - The government official responsible for technical content of this requirement.
- b) “**Equivalent**” - Substitutes and alternatives that are equivalent in product, performance or a standard will be considered for acceptance by the Technical Authority where Proof of Compliance for the requirement is provided.
- c) “**Vehicle**” – The entire tractor including all systems and sub-systems, in a complete manufactured state in accordance with the requirements in this Purchase Description.

2. APPLICABLE DOCUMENTS

2.1 Other Publications

The following documents form part of this purchase description. Web sites for the organization are given when available. Effective documents are those in effect on date of manufacture. Sources are as shown:

SAE Handbook - Society of Automotive Engineers Inc.

Yearbook - Tire and Rim Association Inc.

ISO Standard 3471

3. REQUIREMENTS

3.1 Standard Design

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

3.2 Operating Conditions

3.2.1 Weather

- a) The vehicle **must** operate under the extremes of weather conditions found in Canada in temperatures ranging from -40° to +37° C (-40° to +99° F).

3.2.2 Terrain

- a) The vehicle **must** operate off-road (e.g. sidewalks, along ditches, lawns, and around obstructions) including year round operations on grass, snow, mud, sand, and ice.

3.3 Human Factors Engineering

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

3.4 Performance, Ratings and Dimensions

3.4.1 Performance

- a) The vehicle, at GVWR, **must** have a maximum forward speed of at least 30 km/h (19 mph) and a maximum reverse speed of at least 5 km/h (3 mph).

- b) The vehicle, at GVWR, **must** operate continuously at a speed of at least 8 km/h (5 mph) while operating any of the attachments under conditions described in Section 3.2.

3.4.2 **Dimensions**

- a) The vehicle body excluding mirrors, accessories, and tires **must** have a maximum width of 1,300 mm.

3.4.3 **Cab**

- a) The vehicle cab **must** be weatherproof.
- b) The vehicle cab **must** be equipped with a Roll-Over Protective Structure (ROPS) which conforms to the requirements of International Organization for Standardization ISO 3471.
- c) The vehicle **must** have an AM/FM radio with speakers.
- d) The vehicle **must** have suspension seating, and adjustable/moveable armrests.
- e) The seat **must** be equipped with an operator presence switch which will automatically disengage the PTO and high flow hydraulic and prevent the vehicle from moving if the operator leaves the seat.
- f) The vehicle **must** have retractable three point seat belts.
- g) The vehicle **must** have a minimum of one door for entry and egress.
- h) The vehicle doors **must** be lockable, keyed alike.
- i) The vehicle **must** have an emergency exit which differs from the primary vehicle door.
- j) The vehicle **must** have gas strut door cylinders and safety straps.
- k) The vehicle **must** have two (left and right) adjustable, electrically heated, breakaway, external rear view mirrors.
- l) The vehicle **must** have one interior mounted rear view mirror.
- m) The vehicle **must** have lining or insulation and sound barrier floor matting.
- n) The vehicle **must** be equipped with a power operated windshield washer system and variable speed, intermittent windshield wipers at the front.
- o) The vehicle windshield wipers **must** clear the windshield during driving operations.
- p) A full colour, back-up camera system **must** be installed in the cab.
- q) The vehicle **must** have a driver operated warning horn on the steering column.
- r) The vehicle **must** be equipped with MSVR approved tinted tempered safety glass in windows providing all around visibility, with at least one window capable of opening.
- s) The vehicle **must** have suitable easily accessible stowage for the operator's manual and a hand-held radio.

- t) The vehicle **must** be equipped with Heating, Ventilation and Air-Conditioning (HVAC) and all components and controls required for regulation of the cab interior temperature and pressure.

3.5 **Engine**

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

3.5.1 **Engine Component**

- a) The engine **must** include a severe service type air cleaner protected from the ingress of snow and rain, and an air cleaner restriction indicator.
- b) Weather guards or an effective device to prevent entry of rain into intake and exhaust stacks **must** be provided.
- c) A governor to limit engine speed to the operating range recommended by engine manufacturer **must** be installed.
- d) The engine **must** be equipped with a replaceable oil filtering system.
- e) The engine **must** be equipped with a cooling system, which will control engine temperature within manufacturer's recommended operating range when subject to specified operating conditions of paragraph 3.2.
- f) An automatic reversing engine fan **must** be provided to prevent build-up of debris on the radiator.

3.5.2 **Automatic Shut-down**

- a) The engine **must** integrate an automatic shutdown or de-rate protection system for low oil pressure and high coolant temperature.
- b) The automatic shutdown or de-rate protection system **must** come with an indicator light and audible alarm.
- c) If an automatic shut-down system is used it **must** include a driver-controlled override.

3.5.3 **Cold Weather Starting Aids**

- a) The engine **must** be equipped with cold weather aids applicable to the operating conditions in section 3.2.
- b) A low temperature engine starting aid **must** be provided, including glow plug(s) or an intake air preheating system.
- c) A thermostatically controlled water separator/fuel filter **must** be provided to preheat diesel fuel prior to starting.
- d) A thermostatically controlled in-line fuel heater **must** be provided.
- e) A 110-volt engine heater(s) **must** be provided.
- f) A 110-volt battery heater(s) **must** be provided.
- g) The battery **must** be housed in an insulated battery box, blanket or heated cab.

- h) All cold weather aids **must** be connected together with a single, cover-protected, external electrical power plug, without lifting the cab.
- i) All cold weather aids **must** be powered through dedicated shoreline receptacle(s).
- j) If multiple shoreline receptacles are provided, they **must** be grouped together.

3.5.4 Drive Train

- a) The vehicle **must** be 4x4 drive
- b) The drivetrain **must** include a “Park” or “Neutral” starting interlock.
- c) The drivetrain **must** include at least one limited slip locking differential.

3.5.5 Power Take-Off (PTO)

- a) The PTO **must** be a hot-shift PTO system.
- b) The shifting mechanism **must** be controllable by the operator from the cab.
- c) An indicator light within the cab **must** be provided to indicate when the PTO is engaged.
- d) A safety guard **must** cover the PTO shaft.
- e) A safety mechanism **must** be installed to prevent damaging the PTO/gear box shifting mechanism and transmission during engagement/disengagement.

3.5.6 Transmission

- a) The vehicle **must** be equipped with a hydrostatic transmission.
- b) The transmission **must** include a positive detent/lock in the neutral position to preclude inadvertent shifting from forward to reverse speeds through the neutral position in one continuous action.
- c) A transmission oil cooler **must** be provided.
- d) A spin-on oil filter **must** be provided.
- e) A safety device to ensure that the engine can only be started in the neutral position **must** be provided.

3.5.7 Hydraulic System

- a) The vehicle **must** be equipped with a hydraulic system.
- b) A hydraulic oil cooler **must** be provided.
- c) Hydraulic filter change indicators **must** be provided.
- d) Hydraulic hoses **must** be grouped together and clearly identified.
- e) Clearly marked test ports **must** be provided.

- f) An indicator light **must** be provided for the engagement of the hydraulic system if the attachments are hydraulically operated.

3.6 **Braking System**

- a) The vehicle **must** have a service brake and parking brake system.
- b) The parking brake system **must** incorporate a warning system to notify the operator that the system is activated.

3.7 **Steering System**

- a) The steering system **must** be powered.
- b) The vehicle steering system **must** operate using the same controls while driving in forward and reverse modes.

3.8 **Wheels, Rims and Tires**

- a) Valve extensions for inner tires if required, to allow for easy access **must** be included.
- b) Standard tires **must** be tubeless, steel belted, radial ply construction, of the “winter” type tread design.
- c) All tires **must** be of the same size, ply rating and tread design on all wheels.
- d) Wheel assemblies and rims **must** be interchangeable front and rear.
- e) A spare wheel and tire **must** be provided with each vehicle.

3.9 **Application Equipment**

- a) The equipment **must** be provided with the appropriate front three point hitch or quick hitch type mechanism.
- b) All of the hydraulic components, drive, and support equipment required for the operation of the equipment **must** be provided.
- c) All equipment **must** be operated from the cab within reach of the operator.

3.9.1 **Sidewalk Spreader**

- a) A rear mounted sand/salt spreader **must** be provided.
- b) The spreader **must** have a minimum delivery width of 1.01 metres (40”).
- c) The spreader **must** have the capability to adjust the quantity of material being spread.
- d) The spreader **must** have a hopper with a minimum capacity large enough to spread material over at least 4 km (2.5 miles), at the most dense adjustment setting.
- e) The spreader **must** have a hopper lid to prevent water ingress and material loss.
- f) The spreader **must** have at least one agitator within the hopper.
- g) The safety screen over the hopper **must** be galvanized steel.

h) Foldable storage legs **must** be provided.

3.9.2 **Power Angle Sweeper**

a) A front mounted power angle sweeper **must** be provided.

b) The sweeper **must** have a minimum nominal sweeping width of 1.52 m (60 in).

c) The sweeper **must** have angle 30° to the left and to the right of the centreline.

3.9.3 **Dust Spraying System**

a) A dust control spraying system **must** be provided, for use with the sweeper.

b) A rear mounted corrosion resistant tank, with a minimum capacity of 302.8 litres (80 US gallons) **must** be provided.

c) The system **must** have a 12-volt electrical pump compatible with water.

d) A spray bar for uniform spraying, compatible with the required sweeper **must** be provided.

3.9.4 **Snow Blower**

a) A front mounted snow blower **must** be provided.

b) The snow blower **must** have a minimum clearing width of 1295 mm (51 in).

c) The blower **must** be designed to have twin augers or a single ribbon.

d) The augers and ribbon **must** be equipped with ice picks.

e) The blower **must** have a sidewalk chute, equipped with a hydraulically operated rotator and deflector.

3.9.5 **Folding V-Plow**

a) The vehicle **must** be provided with a folding V-plow attachment.

b) The V-plow **must** have a minimum straight width of 1447 mm (57 in).

c) The V-plow **must** be easily mounted without special tools.

d) The V-plow **must** angle at least 30° left or right by hydraulics.

e) The V-plow **must** be equipped with skid shoes.

f) The V-plow **must** be equipped with replaceable cutting blades.

3.9.6 **Rotary Mower Deck**

a) A front mounted rotary finishing mower **must** be provided.

b) The mower **must** have a minimum nominal cutting width of 3.05 m (120 in).

c) The mower **must** fold to reduce the overall width for transport.

- d) Bearings which can be greased **must** be provided where applicable.
- e) Safety switches that automatically shut off the wings when raised **must** be provided.
- f) The mower **must** have an adjustable cutting height with a minimum range from 3.81 cm to 10.16 cm (1.5 in to 4 in).
- g) Casters and rollers suitable for a mower of the requested size **must** be provided.
- h) A spare wheel and tire **must** be provided with each vehicle.

3.10 Accessories

- a) The vehicle **must** be supplied with licence plate holders on the front and rear of the vehicle.
- b) The vehicle **must** be equipped with at least one (1) tow hook on the rear of the vehicle and be securely anchored.
- c) A minimum 2.27 kg (5 lb) interior fire extinguisher, suitable for low temperature use **must** be provided in the vehicle cab, readily accessible, mounted in an appropriate bracket.
- d) A secured first aid kit **must** be provided in the vehicle cab.

3.11 Lighting

- a) Lighting **must** be installed on the vehicle, including turn signals, stoplights, headlights, and marker lights.
- b) The vehicle **must** be equipped with a rear-facing floodlight.
- c) The cab **must** include a switch controlled interior mounted LED dome light.
- d) All lights **must** be recessed or otherwise protected from damage.
- e) The vehicle **must** be equipped with a 360 degree visibility amber LED light(s). If a beacon light is provided it **must** be a breakaway design or protected from damage.
- f) The vehicle **must** be equipped with a 360 degree visibility blue LED light(s). If a beacon light is provided it **must** be a breakaway design or protected from damage.

3.12 Controls

- a) Controls **must** be permanently marked to identify and show the function of each control lever or switch.
- b) Controls **must** have markings/instructions in English and French or international symbols as defined by SAE J1362.
- c) All hydraulic controls **must** be in the operator's cab and grouped for quick and convenient operation.
- d) Main hydraulic control **must** be a joystick and include lighting and safety lockout.
- e) Controls **must** not restrict the operator's field of view.

3.13 Instruments

- a) Instruments **must** be readily visible while seated in the driver's seat and be equipped with instrument lamps.
- b) An engine coolant temperature indicator **must** be provided.
- c) An engine oil pressure indicator **must** be provided.
- d) Instruments **must** include an hour-meter with numeric display, which accurately records accumulated engine running time up to at least 9,999 hours.
- e) A fuel level gauge **must** be provided.
- f) Instruments **must** include a metric speedometer.
- g) Instruments **must** include a PTO warning light.
- h) Instruments **must** include an engine tachometer.
- i) Instruments **must** include a hydraulic oil temperature indicator.

3.14 Electrical System

- a) The vehicle **must** be equipped with an electrical system.
- b) A master disconnect switch, accessible from the ground, **must** be provided.
- c) An audible back-up alarm to alert personnel that the vehicle is in reverse **must** be equipped.
- d) Wiring **must** be arranged in an orderly manner and properly secured and supported.
- e) Wires and connectors **must** be properly marked for identification and protected from damage by salt, sand, and weather.

3.15 Paint

- a) As a minimum, the coating process **must** yield a durable finish with a smooth appearance free of runs, sags, and orange peel.

3.16 Warning, Markings and Instruction Plates

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

3.16.1 Vehicle identification

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

- c) Identification information **must** include the body manufacturer's model and serial number.
- d) Identification information **must** include the equipment manufacturer's model and serial number.
- e) Identification information **must** include the GVWR and GAWR ratings.

4. INTEGRATED LOGISTIC SUPPORT

- 4.1 **ILS Deliverables** - 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/Medium	Delivered to TA	Supplied with each vehicle/equipment	Reference Paragraph
Set of Manuals	Digital	X	X	4.2
	Paper		X	
Warranty Letter	Digital	X	X	4.3
Data Summary	Digital	X		4.4.1
Photographs	Digital	X		4.4.2
Dimensioned Drawing	Digital	X	X	4.4.3
Special Tool List	Digital	X		4.4.4
Preventive Maintenance Replacement Parts Kit List (PMRPKL)	Digital	X		4.4.5
Recommended Spare parts List (RSPL)	Digital	X		4.4.6
Initial Parts Kit List	Digital	X		

4.2 **Vehicle Manuals**

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

4.2.1 **Operator's Manuals**

- a) The operator's manuals **must** be bilingual (English/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 (bilingual is desirable).
- b) The parts manual **must** have illustrations showing all components of the vehicle including equipment and accessories from other manufacturers that are supplied to meet the requirements of the contract, with numbers for the itemization of the parts.

- c) The parts manual **must** have a listing for all itemized parts showing the Original Equipment Manufacturers (OEM) part number, the part name and a brief description of the item.
- d) The parts manual **must** cross reference the OEM part number to the correct illustration and item number.
- e) The parts manual **must** have a representation of bilingual warning signs and identification labels delivered on the equipment.

4.2.3 **Maintenance Manuals**

- a) The maintenance manual **must** be bilingual (English/French).
- b) The maintenance manual **must** include a trouble shooting 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 4.4.4

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

4.2.5 **Manual Delivery with Vehicle**

- a) One (1) complete set of manuals (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) Electronic format must not require installation, password and 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 **Warranty Letter**

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

4.3.1 **Warranty 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**

- a) The following deliverables **must** be provided in electronic format prior to the delivery of the last vehicle.

4.4.1 **Data Summary**

- a) The Contractor **must** provide a bilingual Data Summary for the vehicle by completing Technical Authority's template with data and a vehicle picture.

4.4.2 **Photographs**

- a) The Contractor **must** provide photographs in color, taken against a plain background, and in digital JPEG format with a minimum 10 megapixel resolution and with the following views:
 - i. One left front three-quarter view of a completed unit; and
 - ii. One right rear three-quarter view of a completed unit.

4.4.3 **Dimensioned Drawing**

- a) One side and front view sketch showing the dimensions **must** be provided. Brochure sketches are acceptable.

4.4.4 **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. Manufacturer's part number (OEM);
 - iii. Quantity recommended per delivery location;
 - iv. Contractor's part number;
 - v. Unit price; and
 - vi. Unit of issue.

4.4.5 **Preventive Maintenance Replacement Parts Kit List (PMRPKL)**

- a) The Contractor **must** provide a list detailing the parts that are required to perform preventive maintenance to the system for a period of 12 months, and include:
- i. Item name;
 - ii. Contractor's part number
 - iii. Manufacturer's part number;
 - iv. Manufacturer's NATO Supply code (NCAGE) or name and address;
 - v. NSN (NATO Stock Number) (if known);
 - vi. Quantity per equipment;
 - vii. Quantity recommended;
 - viii. Unit price; and
 - ix. Unit of issue.

4.4.6 **Recommended Spare Parts List**

- a) The Contractor **must** provide a list detailing the spare parts deemed necessary to maintain the vehicle for a period of 12 months exclusive of any warranty period, and include:
- i. Part description;
 - ii. Original Equipment Manufacturer;
 - iii. Original Equipment Manufacturer Part Number;

- iv. Suggested quantity; and
- v. Unit cost.

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 **Initial Parts Kit**

- a) One initial parts kit **must** be delivered with each vehicle.
- b) Each kit **must** include a complete set of filters and filter elements from the Original Equipment Manufacturer (OEM) required in the first 12 months of service.
- c) One kit per location **must** include the special tools listed in section 4.3.4.

4.7 **Training**

4.7.1 **Training Deliverables**

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

Element	Format/ Medium	Delivered to TA by E-mail for approval	Remarks	Reference Paragraph
Course Curriculum	Digital	X	-	4.7.2.1
Maintenance Training	-	-	Delivery in person, at the location specified in the contract.	4.7.2
Operator Training	-	X	Delivery in person, at the location specified in the contract.	4.7.3
Proof of Training Certificate	Digital	X	TA will provide template	4.7.3e)

4.7.2 **Maintenance Personnel 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 **4 hours or one (1) day** to provide training of up to eight (8) maintenance personnel and have the final dates arranged with the Technical Authority.
- d) The course **must** have a syllabus or course outline and schedule available for review seven (7) 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.

4.7.2.1. **Maintenance Personnel Training Curriculum**

- a) The following items **must** be included in the curriculum:
 - i. Operator’s training detailed in 4.7.3 below;
 - ii. Operation and maintenance safety precautions;
 - iii. Preventive maintenance including servicing schedules (10 % of classroom time);
 - iv. Trouble shooting, testing, and adjustments (70 % of classroom time); and
 - v. Special tools and test equipment.

4.7.3 **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 (1) 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.

4.7.3.1. **Operator Training Curriculum**

- a) The following items **must** be included in the curriculum:
 - i. Safety precautions to be observed while operating and servicing the vehicle;
 - ii. Vehicle operating characteristics;
 - iii. Vehicle operating procedures;
 - iv. Pre-operating and pre-shutdown procedures;
 - v. Daily/weekly operator servicing procedures; and
 - vi. A minimum of two hours practical operating experience, per operator.

4.7.4 **Training Materials**

- a) Training materials **must** be provided to each attendee, in French for locations in Quebec, and include:
 - i. A list of topics to be covered;

- ii. An approximate timetable showing when topics are scheduled to be covered and how much time is scheduled for each topic;
- iii. Lists any reference material; and
- iv. Make available any reference material used.

Technical Evaluation Matrix
Municipal Sidewalk Tractor with Attachments

Bidder Information

Bidder Name: _____

Proposal Date: _____

Proposed Make and Model: _____

Technical Mandatory Criteria			
PD Reference	PD Requirement	Bid Evaluation Requirement	Location in Bid Proposal
3.1 b)	<p><u>Standard Design</u></p> <p>Industry Acceptability - The trailer design must have demonstrated industry acceptability by having been manufactured and sold commercially for at least 2 years, or be manufactured by a company that has at least 5 years' experience in design and manufacturing of a comparable type of equipment of equivalent or greater complexity</p>	<p>The Bidder must provide client information for industry acceptability and/or experience as specified in the purchase description.</p> <p>Client information must include:</p> <ul style="list-style-type: none"> - Client name and location - Year completed - List of make(s)/model(s). 	
3.4.2 a)	<p><u>Dimensions</u></p> <p>The vehicle body excluding mirrors, accessories, and tires must have a maximum width of 1,300 mm.</p>	Substantive Information	
3.4.3 b)	<p><u>Cab</u></p> <p>The vehicle cab must be equipped with a Roll-Over Protective Structure (ROPS) which conforms to the requirements of International Organization for Standardization ISO 3471.</p>	Substantive Information	

3.9.1 a)	<u>Sidewalk Spreader</u> A rear mounted sand/salt spreader <i>must</i> be provided.	Substantive Information	
3.9.2 a)	<u>Power Angle Sweeper</u> A front mounted power angle sweeper <i>must</i> be provided.	Substantive Information	
3.9.3 a)	<u>Dust Spraying System</u> A dust control spraying system <i>must</i> be provided.	Substantive Information	
3.9.4 a)	<u>Snow Blower</u> A 51" front mounted snow blower <i>must</i> be provided.	Substantive Information	
3.9.5 a)	<u>Folding V-Plow</u> The vehicle <i>must</i> be provided with a folding V-plow attachment	Substantive Information	
3.9.6 a)	<u>Rotary Mower Deck</u> A front mounted rotary finishing mower <i>must</i> be provided.	Substantive Information	

Proposed Equivalents			
PD Reference	PD Requirement	Bid Evaluation Requirement	Location in Bid Proposal