

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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**

**11 Laurier St. / 11, rue Laurier  
Place du Portage, Phase III  
Core 0A1 / Noyau 0A1  
Gatineau, Québec K1A 0S5  
Bid Fax: (819) 997-9776**

**REQUEST FOR PROPOSAL  
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government  
Services Canada**

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

**Proposition aux: Travaux Publics et Services  
Gouvernementaux Canada**

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

**Comments - Commentaires**

<b>Title - Sujet</b> FILTER VESSEL REPLACEMENT	
<b>Solicitation No. - N° de l'invitation</b> W8486-120275/A	<b>Date</b> 2012-04-20
<b>Client Reference No. - N° de référence du client</b> W8486-120275	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-912-60311	
<b>File No. - N° de dossier</b> hp912.W8486-120275	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-06-04</b>	<b>Time Zone Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input checked="" type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Pearson, Neil	<b>Buyer Id - Id de l'acheteur</b> hp912
<b>Telephone No. - N° de téléphone</b> (819) 956-3976 ( )	<b>FAX No. - N° de FAX</b> (819) 953-2953
<b>Destination - of Goods, Services, and Construction: Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

**Vendor/Firm Name and Address**

**Raison sociale et adresse du  
fournisseur/de l'entrepreneur**

**Issuing Office - Bureau de distribution**

**Vehicles & Industrial Products Division  
11 Laurier St./11, rue Laurier  
7A2, Place du Portage, Phase III  
Gatineau, Québec K1A 0S5**

<b>Delivery Required - Livraison exigée</b> See Herein	<b>Delivery Offered - Livraison proposée</b>
<b>Vendor/Firm Name and Address</b> <b>Raison sociale et adresse du fournisseur/de l'entrepreneur</b>	
<b>Telephone No. - N° de téléphone</b> <b>Facsimile No. - N° de télécopieur</b>	
<b>Name and title of person authorized to sign on behalf of Vendor/Firm (type or print)</b> <b>Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie)</b>	
<b>Signature</b>	<b>Date</b>

## **TABLE OF CONTENTS**

### **PART 1 - GENERAL INFORMATION**

1. Security Requirement
2. Requirement
3. Debriefings
4. Interpretation

### **PART 2 - BIDDER INSTRUCTIONS**

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Improvement of Requirement During Solicitation Period

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

1. Bid Preparation Instructions
2. Section I: Technical Bid
3. Section II: Financial Bid
4. Section III: Certifications and Additional Information

### **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

1. Evaluation Procedures
2. Technical Evaluation
3. Financial Evaluation
4. Basis of Selection

### **PART 5 - CERTIFICATIONS**

1. Certifications Precedent to Contract Award
2. Controlled Goods Program

### **PART 6 - RESULTING CONTRACT CLAUSES**

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities

- 
6. Payment
  7. Invoicing Instructions
  8. Certifications
  9. Applicable Laws
  10. Priority of Documents
  11. SACC Manual Clauses
  12. Inspection and Acceptance
  13. Controlled Goods Program
  14. Controlled Goods
  15. Shipping Instructions (DND) - Canadian-based Contractor
  16. Release Documents - Distribution
  17. Post-Contract Award Meeting/Pre-Production Meeting
  18. Progress Reports
  19. Tools and Loose Equipment
  20. Spare Part Availability
  21. Material
  22. Design Changes
  23. Interchangeability
  24. Surplus Government Property
  25. Subcontracts

## **Attachments**

Annex "A" - Pricing

Annex "B" - Statement of work Aircraft Refueller Filter Vessel Replacement

Appendix 1- Technical Information Questionnaire - Aircraft Refueller Filter Vessel Replacement

## **PART 1 - GENERAL INFORMATION**

### **1. Security Requirement**

There is no security requirement associated with this requirement.

### **2. Requirement**

Canada requires the modification services to replace the Filter Vessel on its HLVW and 18000 Litre low pressure Refueller vehicle fleet in accordance with Annex B statement of Work - Aircraft Refueller Filter Vessel Replacement.

### **3. Debriefings**

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

### **4. Interpretation**

The mandatory requirements stated in this Request for Proposal use the words "shall" or "must" or "mandatory". Proposals not meeting all of the mandatory requirements will be given no further consideration.

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## PART 2 - BIDDER INSTRUCTIONS

### 1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

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.

The **2003 (2012-03-02)** Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

**Subsection 05.4, of 2003**, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** sixty (60) days

**Insert:** ninety (90) days

### 2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

### 3. Enquiries - Bid Solicitation

All enquiries must be submitted to the Contracting Authority no later than **seven (7) calendar days before the bid closing date**. Enquiries received after that time may not be answered.

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 questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

#### **4. Applicable Laws**

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

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.

#### **5. Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications, Statement of Work or Purchase Description 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 **seven (7)** days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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

### **1. Bid Preparation Instructions**

Canada requests that bidders provide their bid in separately bound sections as follows:

Section I: Technical Bid ( 2 hard copies)

Section II: Financial Bid ( 1 hard copy)

Section III: Certifications and Additional Information (1 hard copy)

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation;

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

### **2. Section I: Technical Bid**

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

Bidders must complete and submit by the bid closing date and time the following;

- 1. Appendix "1" of Annex "B" - Technical Information Questionnaire - Aircraft Refueller Filter Vessel Replacement

#### **2.1 Substitutes and Alternatives**

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Bidders may propose substitutes and alternatives where "shall<sup>(E)</sup>" is indicated in the technical requirement description (Purchase Description/Statement of Requirement/Statement of Work).

2.1.1 Substitutes and alternatives that are equivalent in form, fit, function and performance will be considered for acceptance by the Technical Authority where the Bidder:

- (a) Clearly identifies a substitute and/or an alternative;
- (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
- (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
- (d) Provides complete specifications and brochures, where applicable;
- (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
- (f) 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.

2.1.2 Substitutes and alternatives offered as equivalent in form, fit, function and performance will not be considered for acceptance by the Technical Authority if:

- (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or
- (b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.

2.1.3 In conducting the evaluation of bids, Canada may, but will have no obligation to request the bidder offering a substitute and/or an alternative, to provide a copy of the alternative standard and to demonstrate, at the bidder's sole cost, that it is equivalent to the technical requirement.



### **3. Section II: Financial Bid**

Bidders must submit their prices in Annex “A”- Pricing in accordance with the Basis of Payment described in **Part 6 - RESULTING CONTRACT CLAUSES**, at **Clause 6.1 Basis of Payment**.

#### **3.1 Exchange Rate Fluctuation**

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

### **4. Section III: Certifications and Additional Information**

Bidders must submit the certifications required under **PART 5 - CERTIFICATIONS**.

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## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **1. Evaluation Procedures**

- 1.1 Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- 1.2 An evaluation team composed of representatives of Canada will evaluate the bids.

### **2. Technical Evaluation**

- 2.1 The purpose of the technical evaluation is to determine if the goods and/or services offered meet all mandatory technical requirements outlined in the documents enumerated hereafter and as required in **Section I - Technical Bid of Part 3 -BID PREPARATION INSTRUCTIONS:**

- Appendix "1" - Aircraft Refueller Filter Vessel Replacement
- Annex B - Purchase Description - Aircraft Refueller Filter Vessel Replacement and

### **3. Financial Evaluation**

- 3.1 The financial evaluation consists in determining the aggregate price using the information submitted in Annex "A" - Pricing.
- 3.2 Aggregate Price Calculation

Bids will be evaluated on an aggregate price basis for the quantities Items 001 to Items 003. Items 004 and 005 will not be evaluated.

### **4. Basis of Selection**

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

## PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

### 1. Certifications Precedent to Contract Award

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

#### 1.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) ( ) is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;
- (b) ( ) is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) ( ) is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;
- (d) ( ) is subject to the FCP, and has a valid certificate number as follows:  
                   \_\_\_\_\_ (e.g. has not been declared an ineligible contractor by HRSDC.)

Further information on the FCP is available on the HRSDC Web site.

[Http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml)

## 1.2. Controlled Goods

- 1.2.1. As the resulting contract will require the production of or access to controlled goods that are subject to the Defence Production Act, R.S. 1985, c. D-1, bidders are advised that within Canada only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program and registration is carried out as follows:

- (a) When the bid solicitation includes controlled goods information or technology, the Bidder must be registered, exempt or excluded under the CGP before receiving the bid solicitation. Requests for technical data packages or specifications related to controlled goods should be made in writing to the Contracting Authority identified in the bid solicitation and must contain the CGP registration number or written proof of exemption or exclusion of the Bidder and of any other person to whom the Bidder will give access to the controlled goods.
- (b) When the bid solicitation does not include controlled goods information or technology but the resulting contract requires the production of or access to controlled goods, the successful Bidder and any subcontractor who will be producing or accessing controlled goods must be registered, exempt or excluded under the CGP before examining, possessing or transferring controlled goods.
- (c) When the successful Bidder and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the successful Bidder and any subcontractor must, within seven (7) working days from receipt of written notification of contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the successful Bidder has provided proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt, or excluded under the CGP.

Failure to provide proof, satisfactory to the Contracting Authority, that the successful Bidder and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the resulting contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

- 1.2.2. Bidders are advised that all information on the Application for Registration (or exemption) Form will be verified and errors or inaccuracies may cause significant delays and/or result in denial of registration or exemption.

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **1. Security Requirement**

There is no security requirement associated with this requirement.

### **2. Requirement**

- 2.1** The Contractor must modify twenty-eight (28) HLVW and 18000 Litre low pressure Refueller vehicle fleets in accordance with Annex B statement of Work Aircraft Refueller Filter Vessel Replacement.
- 2.2** The Contractor will carry out Additional Work Request (AWR), or New Work being introduced to the Contract as a result of work being carried out in paragraph 2.1 above. This Work to be performed under the Contract will be on an "as and when requested basis" using a Task Authorization (TA). The Work described in the TA must be in accordance with the scope of the Contract.

**AUTHORITY TO CARRY OUT WORK IS NOT, AND SHALL NOT BE CONSTRUED AS, AUTHORITY TO PROCEED WITH WORK WHICH WILL RESULT IN EXCEEDING THE FINANCIAL LIMITATION OF THIS CONTRACT.**

#### **2.2.1 Task Authorization Process**

- A. The Technical Authority will provide the Contractor with a description of the task using the DND 626, Task Authorization Form.
- B. The Task Authorization (TA) will contain the details of the activities to be performed, a description of the deliverables, and a schedule indicating completion dates for the major activities or submission dates for the deliverables. The TA will also include the applicable basis(bases) and methods of payment as specified in the Contract.
- C. The Contractor must provide the Technical Authority, within 5 calendar days of its receipt, the proposed total estimated cost for performing the task and a breakdown of that cost, established in accordance with the Basis of Payment specified in the Contract.
- D. The Contractor must not commence work until a TA signed by the Procurement Authority or Contracting Authority has been received by the

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Contractor. The Contractor acknowledges that any work performed before a TA has been received will be done at the Contractor's own risk.

### 3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwpsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

#### 3.1 General Conditions

**2010A (2012-03-02) General Conditions - Goods (Medium Complexity)**, apply to and form part of the contract.

3.1.1 **Section 09** entitled **Warranty** of general conditions **2010A** is amended by deleting subsection 2 in its entirety and replacing it with the following:

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

If action to effect repairs under warranty cannot be initiated within **two (2)** working days and completed within a reasonable length of time or if the Contractor has no repair facilities in the immediate vicinity (**within 100 kilometres**) of the specified delivery destinations (consignees), the Department of National Defence reserves the right to make such repairs and be reimbursed by the Contractor at the rate of **\$103.91** per hour for labour and the cost for replaced parts."

### 4. Term of Contract

#### 4.1 Period of Contract

This contract will be for a period commencing date of contract award to March 31, 2015 or until all refuellers are modified whichever is later.

## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Neil Pearson  
 Title: Supply Specialist  
 Organization: Public Works and Government Services Canada - Acquisitions Branch  
 LEFT Directorate, HP Division,  
 7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec,  
 K1A 0S5  
 Telephone: 819 956-3976  
 Facsimile: 819 953-2953  
 E-mail: neil.pearson@pwgsc-tpsgc.gc.ca

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.

### 5.2 Procurement Authority

The Procurement Authority for the Contract is:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)  
 Title: \_\_\_\_\_  
 Organization: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
 E-mail: \_\_\_\_\_

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.



### 5.3 Technical Authority:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_

The Technical Authority named above 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.

### 5.4 Contractor's Representative

Name and telephone number of the person responsible for :

#### General enquiries

Name: \_\_\_\_\_ (To be inserted by Bidder.)

Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_

#### Delivery follow-up

Name: \_\_\_\_\_ (To be inserted by Bidder.)

Title: \_\_\_\_\_

Telephone: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Facsimile: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

E-mail: \_\_\_\_\_

## 6. Payment

### 6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of their obligations under the Contract, the Contractor will be paid as follows and as detailed in Annex "A"- Pricing:

Basis of Payment (BOP) Type 1: Firm unit prices in Canadian dollars, FCA Free Carrier, Incoterms 2000 at Contractor's Canadian facility or Contractor's Canadian distribution point, including Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra.

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.

## **6.2 Limitation of Expenditure - Cumulative Total of all Task Authorizations**

6.2.1. Canada's total liability to the Contractor under the Contract for all approved Task Authorizations (TAs), inclusive of any revisions, must not exceed the sum of \$ \_\_\_\_\_. Goods and Services Tax or Harmonized Sales included, if applicable.

6.2.2. No increase in the total liability of Canada will be authorized or paid to the Contractor unless an increase has been approved, in writing, by the Contracting Authority.

6.2.3. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- (a) when it is 75 percent committed, or
- (b) four (4) months before the contract expiry date,
- (c) as soon as the Contractor considers that the sum is inadequate for the completion of the Work required in all approved TAs, inclusive of any revisions,

whichever comes first.

6.2.4. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority, a written estimate for the additional funds Required. Provision of such information by the Contractor does not increase

Canada's liability.

### 6.3 Task Authorization Limit

The Procurement Authority may authorize individual task authorizations up to a limit of \$25,000.00, Goods and Services Tax or Harmonized Sales Tax included, inclusive of any revisions.

Any task authorization to be issued in excess of that limit must be authorized by the Contracting Authority before issuance.

### 6.4 SACC Manual Clauses

C6000C	Limitation of Price	2007-05-25
H1001C	Multiple Payments	2008-05-12

## 7. Invoicing Instructions

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.

7.1 Each invoice must be supported by:

- (a) a copy of the release document and any other documents as specified in the Contract;

7.1.1 Invoices must be distributed as follows:

- (a) The original and one (1) copy must be forwarded to the following address for certification and payment:

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

Attention: DLP 10-2-4-2

- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

- (c) One (1) copy must be forwarded to the consignee.

Invoices must show:

- (a) the date;
- (b) Name and address of the consignee;
- (c) Item, part and reference number, quantity and description;
- (d) Contract and requisition serial number;
- (e) Transportation Price (if applicable); and
- (f) GST/HST as a separate line item.

Note 1: Invoices of Delivered Duty Paid, Incoterms 2000 contract will not be submitted prior to shipment of the vehicle/equipment to the consignee.

Note 2: Canada will only make payment upon receipt of a satisfactory invoice called for under the contract.

## 8. Certifications

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.

## 9. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

## 10. Priority of Documents

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.

- (a) the Articles of Agreement;
- (b) 2010A (2012-03-02) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Pricing;
- (d) Annex "B" - Statement of Work - Aircraft Refueller Filter Vessel Replacement
- (e) Appendix 1- Technical Information Questionnaire - Aircraft Refueller Filter Vessel Replacement
- (f) the Contractor's bid dated \_\_\_\_\_

## 11. SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2008-05-12
A9049C	Vehicle Safety	2006-06-16
C2800C	Priority Rating	2010-01-11
C2801C	Priority Rating - Canadian Contractors	2010-01-11
D3010C	Dangerous Goods/Hazardous Products	2007-11-30
D5510C	Quality Assurance Authority (DND) Canadian Based Contractor	2010-01-11
D5515C	Quality Assurance Authority (DND) for Foreign & US Based Contractors	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16
D5604C	Release Documents - Foreign based Contractor	2008-12-12
D5605C	Release Documents - US based Contractors	2010-01-11
D5606C	Release Documents - Canadian-based Contractors	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

## 12. Inspection and Acceptance

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 Statement of Work 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.

## 13. Controlled Goods Program

13.1. As the Contract requires production of or access to controlled goods that are subject to the Defence Production Act, R.S. 1985, c. D-1, the Contractor and any subcontractor are advised that, within Canada, only persons who are registered, exempt or excluded under the Controlled Goods Program (CGP) are lawfully entitled to examine, possess or transfer controlled goods. Details on how to register under the CGP are available at: Controlled Goods Program

13.2. When the Contractor and any subcontractor proposed to examine, possess or transfer controlled goods are not registered, exempt or excluded under the CGP at time of contract award, the Contractor and

any subcontractor must, within seven (7) working days from receipt of written notification of the contract award, ensure that the required application(s) for registration or exemption are submitted to the CGP. No examination, possession or transfer of controlled goods must be performed until the Contractor has provided proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP.

Failure of the Contractor to provide proof, satisfactory to the Contracting Authority, that the Contractor and any subcontractor are registered, exempt or excluded under the CGP, within thirty (30) days from receipt of written notification of contract award, will be considered a default under the Contract except to the extent that Canada is responsible for the failure due to delay in processing the application.

- 13.3. The Contractor and any subcontractor must maintain registration, exemption or exclusion from the CGP for the duration of the Contract and in any event for so long as they will examine, possess or transfer controlled goods.

#### **14. Controlled Goods**

The Contract involves controlled goods as defined in the Schedule to the Defence Production Act. The Contractor must identify those controlled goods to the Department of National Defence.

#### **15. Shipping Instructions (DND) - Canadian-based Contractor (Firm Quantities)**

- 15.1 Delivery will be FCA Free Carrier at the Contractor's Canadian facility or Contractor's Canadian distribution point, Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
- 15.2 Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 15.3.

##### **Inbound Logistics Coordination Center (ILCC)**

Telephone: 1-877-877-7423 (toll free)

Facsimile: 1-877-877-7409 (toll free)

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E-mail: ILHQOttawa@forces.gc.ca

15.3 The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:

- (a) the Contract number;
- (b) consignee address (for multiple addresses, items must be packaged and labeled separately with each consignee address);
- (c) description of each item;
- (d) the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
- (e) actual weight and dimensions of each piece type, including gross weight;
- (f) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the materiel safety data sheet.

15.4 Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, and the marking of each piece with a Transportation Control Number.

15.5 The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.

15.6 If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the contractor must reimburse Canada any additional expenses and costs incurred.

15.7 If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

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## 16. Release Documents - Distribution

The Contractor must prepare the release documents and distribute them as follows:

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- (c) Copy 4: to the Contracting Authority;
- (d) Copy 5: to:

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

Attention: DLP 10-2-4-2

- (e) Copy 6: to the Quality Assurance Representative;
- (f) Copy 7: to the Contractor;
- (g) Copy 8: all non-Canadian Contractors to:

DQA/Contract Administration  
National Defence Headquarters  
Mgen George R. Pearkes Building  
101 Colonel By Drive  
Ottawa, ON K1A OK2  
E-mail: ContractAdmin.DQA@forces.gc.ca.

## 17. Post-Contract Award Meeting/Pre-Production Meeting

Within ten (10) working days of the receipt of the contract, the Contractor must contact the Technical Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant\_\_\_\_\_ (specify location). Cost of holding such pre-production meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by the Crown.



## **18. Progress Reports**

The contractor must prepare and submit monthly progress reports in two (2) copies, one to the DND Procurement Authority and one copy of the report must also be forwarded to the PWGSC Contracting Officer.

Each progress report must address the following questions:

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

## **19. Tools and Loose Equipment**

For shipment verification, all items and tools, which are shipped loose with the vehicle/equipment must be listed on the Inspection Certificate (CF 1280) or on an attached packing note.

## **20. Spare Parts Availability**

The contractor must ensure that spare parts required to properly maintain and repair the complete vehicle covered by this specification will be available for purchase by the Department of National Defence, or its authorized agents, for a period of **10 years**.

## **21. Material**

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

## **22. Design Changes**

The "Design Change, Design Deviation and Waiver Procedure" as defined in National Defence Standard D-02-006-008/SG-001 must apply.

## **23. Interchangeability**

Unless changes during the production run are authorized by PWGSC, all vehicles 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.

## **24. Surplus Government Property**

If, during the period of or at the time of completion of the Contract, the Contractor determines that government property such as tooling, test equipment and materials is surplus, the Contractor must report such surplus to the Contracting Authority by providing a spreadsheet that identifies all surplus government property. The spreadsheet must include as a minimum, the quantity, unit of issue, description of items including part number, location of property and classification of property. The classification of property field must identify if the surplus property must be classified as a controlled or a non-controlled good, which is either new serviceable, used serviceable or repairable, used unserviceable or scrap. The Contractor must complete and submit to the Contracting Authority Form CF152, Material Adjustment Report.

If some or all of the surplus property is not required by Canada, then Canada may give the Contractor the right of first refusal to purchase the property at fair market value to be negotiated with Crown Assets Distribution.

## **25. Subcontracts**

- 25.1. Except as provided in subsection 25.2, the Contractor must obtain the Contracting Authority's written consent before subcontracting or permitting the subcontracting of any part of the Work. A subcontract includes a contract entered into by any subcontractor at any tier to perform any part of the Work.
- 25.2. The Contractor is not required to obtain consent for subcontracts specifically authorized in the Contract. The Contractor may also without the consent of the Contracting Authority:
- (a) purchase "off-the-shelf" items and any standard articles and materials that are ordinarily produced by manufacturers in the normal course of business;
  - (b) subcontract any incidental services that would ordinarily be subcontracted in performing the Work;
  - (c) in addition to purchases and services referred to in paragraphs (a) and (b), subcontract any part or parts of the Work to one or more subcontractors up to a total value of 40 percent of the Contract Price; and

- (d) permit its subcontractors at any tier to make purchases or subcontract as permitted in paragraphs (a), (b) and (c).

- 25.3. In any subcontract other than a subcontract referred to in paragraph 25.2.(a), the Contractor must, unless the Contracting Authority agrees in writing, ensure that the subcontractor is bound by conditions compatible with and, in the opinion of the Contracting Authority, not less favourable to Canada than the conditions of the Contract.
- 25.4. Even if Canada consents to a subcontract, the Contractor is responsible for performing the Contract and Canada is not responsible to any subcontractor. The Contractor is responsible for any matters or things done or provided by any subcontractor under the Contract and for paying any subcontractors for any part of the Work they perform.

## ANNEX “A” - PRICING

### Definitions:

- (a) *Hourly Rate* means a firm hourly rate to be charged for each hour worked and prorated for any period less than an hour.
- (b) *Laid-Down Cost* is the cost incurred by a supplier to acquire a specific product or service for resale to the government. This includes the supplier's invoice price (less trade discounts), plus any applicable charges for incoming transportation, foreign exchange, customs duty and brokerage, but excludes the GST/HST.
- (c) *Mark-up* includes applicable purchasing expense, internal handling and general and administrative expenses plus profit.

### Item 001 HLWV Aircraft Refueller Filter Vessel Replacement (**Firm Quantity**)

The Contractor must modify, certify, test, and deliver the vehicle/equipment including vehicle manual supplement updates, CD of all manual supplement updates, warranty letter(s), preventative maintenance replacement parts kit list in accordance with the attached Annex “B” - Statement of Work -Aircraft Refueller Filter Vessel Replacement.

Firm lot price of \$ \_\_\_\_\_ per vehicle in accordance with Basis of Payment Type 1 (as detailed in Part 6 - RESULTING CONTRACT CLAUSES, at Clause 6.1 Basis of Payment).

Quantity: Twenty (20)

### Item 002 18000 Litre low pressure Aircraft Refueller Filter Vessel Replacement (**Firm Quantity**)

The Contractor must modify, certify, test, and deliver the vehicle/equipment including vehicle manual supplement updates, CD of all manual supplement updates, warranty letter(s), preventative maintenance replacement parts kit list in accordance with the attached Annex “B” - Statement of Work -Aircraft Refueller Filter Vessel Replacement.

Firm lot price of \$ \_\_\_\_\_ per vehicle in accordance with Basis of Payment Type 1 (as detailed in Part 6 - RESULTING CONTRACT CLAUSES, at Clause 6.1 Basis of Payment).

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Quantity: Eight (8)

**ADDITIONAL WORK REQUESTOR NEW WORK ARISING NOT  
INCLUDED IN ITEMS 001 THROUGH 002 ABOVE**

**Item 003 LABOUR-**Repair labour to carry out additional scope or work which is not included in the firm unit prices of ITEM 001 and 002 above or in the Statements of Work or Specifications.

Firm hourly rate of \$ \_\_\_\_\_

The evaluated price for this item will be equal to an estimate of **20 hours per vehicle** multiplied by the quoted firm hourly labour rate.

THE ESTIMATED HOURS REFLECTED HEREIN ARE ESTIMATES ONLY  
FOR EVALUATION PURPOSES.

**ITEMS 004 AND 005 ARE NOT EVALUATED**

**Item 004 PARTS** - Parts required to carry out additional scope or work which are not included in the firm unit prices of ITEMS 001 and 002 above or in the Statements of Work or Specifications. Material and parts, other than those supplied by DND, will be charged at a laid down cost plus a firm mark-up rate of **20%**, excluding GST/HST.

**Item 005 Travel and Living (T&L)** The Bidder agrees to be paid for reasonable and proper Travel and Living (T&L) expenses related to authorised travel under this Contract at cost incurred, without any allowance for mark-up, to a maximum of the Treasury Board guidelines in effect at the time of travel.

**STATEMENT OF WORK**  
**FOR**  
**AIRCRAFT REFUELLER**  
**FILTER VESSEL REPLACEMENT**

**1. SCOPE**

**1.1 Scope** - This document describes the required equipment, qualification, performance, and installation work to replace the current single stage water absorbing filtration system mounted on HLVW and 18,000 litre low pressure Aircraft Refuellers, with a 2-stage coalescer/separator filtration system.

**1.2 Instructions** - The following instructions apply to this Statement of Work:

- (a) Requirements, which are identified by the word "**shall**", are mandatory. Deviations will not be permitted;
- (b) Requirements identified by "**shall**<sup>(E)</sup>", are mandatory. The Technical Authority will consider substitutes/alternatives for acceptance as an Equivalent;
- (c) Requirements identified with a "will" define actions to be performed by Canada and require no action/obligation on the Contractor's part;
- (d) Where "**shall**", "**shall**<sup>(E)</sup>", or "will" are not used, the information provided is for guidance only;
- (e) In this document "provided" **shall** mean "provided and installed";
- (f) Where certification is required, a copy of the certification or an acceptable proof of compliance **shall** be provided upon request;
- (g) Metric measurements **shall** be used to define the requirement. Other measurements are for reference only and may not be exact conversions; and
- (h) Dimensions stated as nominal **shall** be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

**1.3 Definitions** - The following definitions **shall** be applied to the interpretation of this Purchase Description:

- (a) "Technical Authority" - the government official responsible for technical management of this requirement;

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**OPI DSVPM 4 - DAPVS 4**

Issued on Authority of the Chief of the Defence Staff

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



- (b) "Equivalent" - a standard, means, or component type, which is accepted by the Technical Authority as meeting the specified requirements for form, fit, function and performance; and
- (c) "Proof of Compliance" - a document such as a brochure, a third party test report, a report generated by third party software, or a certificate of attestation signed by a senior representative of the Original Equipment Manufacturer (such as a certified engineer) indicating the performance and/or feature specified.

**1.4 Government Supplied Equipment (GSE)** - HLVW and 18,000 litre low pressure Aircraft Refuellers will be delivered to the Contractor's facility. The Contractor ***shall*** be responsible for all other components, materials and labour required to perform the described work.

## **2. APPLICABLE DOCUMENTS**

**2.1 Government Furnished Documents** - The following documents form part of this purchase description. These documents will be supplied as part of the bid documents:

Drawing number: D5808-0000  
Title: HLVW Back Compartment 10,000L Refueller  
Date: 27 August 2009  
Format: PDF  
Note: Additional "Solidworks" format drawings are available.

Truck, Refueller, 10,000 Litre, 10 Tonne, HLVW:  
Operator's Manual  
Parts Manual  
Maintenance Manual

18,000L Refueller:  
Operator's Manual  
Parts Manual  
Maintenance Manual

**2.2 Other Publications** - The following documents form part of this purchase description. Effective documents are those in effect on date of manufacture. Sources are as shown:

ATA 103 - Standards for Jet Fuel Quality Control  
Air Transport Association  
1301 Pennsylvania Ave., NW, Suite 1100  
Washington, DC 20004

B620-03  
Highway Tanks and Portable Tanks for the Transportation of Dangerous Goods  
Canadian Standards Association (CSA)  
178 Rexdale Blvd.  
Rexdale, Ontario M9W 1R3

EI 1581  
Specification and Qualification Procedures for Aviation Jet Fuel  
Filter/Separators, 5<sup>th</sup> edition  
Energy Institute (EI)  
61 New Cavendish St

London, UK W1G 7AR  
[www.energypublishing.org](http://www.energypublishing.org)

NFPA 385  
Tank Vehicles for Flammable and Combustible Liquids  
National Fire Protection Association (NFPA)  
1 Batterymarch Park  
Quincy, Massachusetts 02169-7471

NFPA 407  
Standard for Aircraft Fuel Servicing  
National Fire Protection Association (NFPA)  
1 Batterymarch Park  
Quincy, Massachusetts 02169-7471  
<http://www.nfpa.org>

SAE Handbook  
Society of Automotive Engineers Inc.  
400 Commonwealth Dr.,  
Warrendale, Pennsylvania 15096  
<http://www.sae.org>

### 3. REQUIREMENTS

#### 3.1 Standard Requirements

- (a) Components supplied by the Contractor **shall** have demonstrated industry acceptability by having been manufactured and sold commercially or, **shall** be manufactured by a company that has at least 3 years experience in design and manufacturing of a comparable type of equipment of equivalent or greater complexity; and
- (b) The work performed by the Contractor **shall** conform to all applicable laws, regulations and industrial standards governing manufacture and safety in effect in Canada at the time of manufacture.

##### 3.1.1 Design Principles

- (a) Fuel Types - The pumping, filtration, delivery and piping equipment supplied by the Contractor **shall** be compatible with NATO F-34 (JP-8) and NATO F-37 (JP-8+100) fuel.
- (b) Corrosion Protection - For all work performed by the Contractor, dissimilar metals **shall** be protected against galvanic corrosion and all fasteners **shall**<sup>(E)</sup> be stainless steel, brass, zinc-plated, or hot dipped galvanized.
- (c) Electrical Requirements - All electrical work performed by the Contractor, **shall** meet requirements of NFPA 407.
  - i. All electrical system components **shall**<sup>(E)</sup> be fully resistant to deterioration caused by fuels and additives to be carried on-board the vehicle.
  - ii. Wiring **shall** be installed in conduit or employ encapsulated cable. The tubing and wiring **shall** run the full length between components or enclosures without splicing.



- iii. Grommets **shall**<sup>(B)</sup> be used when wiring passes through sheet metal.
- iv. No conduits **shall** be routed through the product tank, piping, or drains.

**3.2 Operating Conditions** - All parts provided by the Contractor **shall** operate in temperatures ranging from -37° to 37° Celsius (-35° to 99° Fahrenheit).

**3.3 Refueller Experience** - The contractor **shall** have a minimum of three (3) years experience in the design and construction of aircraft refuelling vehicles and **shall** provide proof of such experience.

**3.4 Safety** - The completed work performed by the Contractor **shall** meet the requirements of NFPA 385 and NFPA 407.

**3.4.1 Transport Canada Registration** - The Contractor or representative performing installation and certification **shall** be registered with Transport Canada for the inspection, test, and repair of TC 406 Highway and Portable Tanks for the Transportation of Dangerous Goods.

### **3.5 Equipment**

**3.5.1 Filter Vessel** - The Contractor **shall** provide a 2-stage coalescer/separator filtration system:

- (a) Designed to filter NATO F-34 and F-37 fuel, containing Fuel System Icing Inhibitor (FSII);
- (b) Designed, manufactured, and qualified in accordance with the EI 1581 standard 5<sup>th</sup> edition, category M and category M100, using a single make/model for the coalescer, and separator. The filtration system **shall** meet the required qualification before DND acceptance and vehicle shipment. In the event that the filtration system fails qualification testing, the Contractor **shall** be held responsible to repair/modify/substitute and retest until the filtration system meets the required qualification;
- (c) With dimensions permitting installation in the current single-stage filter vessel location identified in drawing number D5808-000 (HLVW 10,000L Refueller Back Compartment), without altering the pumping cabinet on the supplied HLVW refuelling truck (only piping alternations are permitted). The maximum available space in this location is 508 mm (20") diameter, and 825 mm (32½") length (including all piping connections). These dimensions are more accurately defined in the supplied compartment drawings;
- (d) With the highest maximum flow rate possible for the space available. The maximum flow rate **shall** be at least 265 Litres per minute (70 US GPM);
- (e) Designed, constructed and labelled in accordance with the ASME code for unfired pressure vessels;
- (f) Constructed of aluminum or steel with an epoxy coating, compatible with the fuels it is designed to filter;

- (g) Equipped with a self-closing water/sump drain valve, with at a nominal diameter of at least  $\frac{3}{4}$ ". The drain valve **shall**<sup>(B)</sup> be accessible, for daily use;
- (h) Equipped with an automatic air eliminator and relief valve sized in accordance with the filter manufacturer's recommendations;
- (i) Equipped with a vacuum breaker or similar device to facilitate draining and servicing;
- (j) Fitted with an Automatic Water Defence System in accordance with ATA 103; and
- (k) Equipped with fuel sampling ports, for quality control checks, at the inlet and outlet of the filter vessel. The ports **shall**<sup>(B)</sup> be valved and incorporate quick connect couplings compatible with the match weight monitor sampling kit, NSN 6695-21-800-0032. The couplings **shall**<sup>(B)</sup> be protected by dust covers retained by lanyards.

3.5.2 **Spare Filter Elements** - One spare set of filter elements **shall** be delivered with each vehicle.

3.5.3 **Piping** - All product piping **shall**<sup>(B)</sup> be aluminum. Connections made by Victaulic couplings or companion flanges are suggested for this application.

3.6 **Scope Of Work** - The Contractor **shall** perform the work described in the following paragraphs and provide components and materials where required.

3.6.1 **Vessel Removal** - Upon receipt of the GSE vehicle, the Contractor **shall** remove the current single stage filter vessel. The Contractor **shall** retain the removed filter vessel until advised, in writing, to dispose of it by the Technical Authority, following completion of the testing. If disposal of the removed filter vessel was decided, it **shall** be carried out on site.

3.6.2 **Vessel Installation** - The Contractor **shall**<sup>(B)</sup> perform all work, and provide all parts and material, required to install the new filter vessel. The installation **shall**<sup>(B)</sup> comply with the following requirements:

- (a) The filter vessel **shall**<sup>(B)</sup> be piped such that fuel delivered from the existing dispensing system is filtered and then metered;
- (b) The filter vessel automatic air eliminator **shall**<sup>(B)</sup> be piped to the product tank through the existing vapour recovery system;
- (c) The filter vessel Automatic Water Defence System **shall**<sup>(B)</sup> be connected to the existing water shutdown indicator on the pumping control panel and the deadman switch; and
- (d) The new filter vessel **shall** be installed:
  - i. Within the pumping cabinet on the supplied HLWV Aircraft Refueller; and
  - ii. In the same location as the existing single stage filter vessel on the supplied 18,000 litre low pressure Aircraft Refueller.

3.6.3 **Additional Work Requests (AWR)** - Any technical problems identified on the GSE Vehicle in support of the work being carried out to comply with this SOW **shall** be resolved via an AWR tasking. The additional work **shall** be

completed at the Contractor's facility. The work **shall** be conducted on an as-and-when-required basis as directed by the TA or a delegated representative and approved by the PA issued with a DND 626 tasking along with a SOW describing the work to be carried out.

### 3.7 Paint and Markings

3.7.1 Paint - The Contractor **shall**<sup>(E)</sup> paint over all changes made to the vehicle with the same colour and finish as immediately adjacent components/areas. The 18,000L refueller is painted commercial high visibility yellow. The HLVW refueller Vehicle, tank, and pumping system are painted with a Military green coating system. The HLVW refueller primer, topcoat, preparations and application **shall** comply with the following:

- (a) Preparation and Primer Application - The surface preparation and primer **shall** be recommended by the selected topcoat manufacturer. The prime coat **shall** be epoxy type for steel protection and compatible with the coating system. All visible exterior metal surfaces of the equipment **shall** have one prime coat and two topcoats applied, in accordance with coating manufacturer's recommendation, leaving no metal surfaces unprotected. No surface visible from outside of the vehicle **shall** expose a coating other than the military green coating. Machined and mating surfaces will be exempted where coating would interfere with equipment operation;
- (b) Topcoat - The topcoats of the coating system **shall** be a Water Dispersible Polyurethane Military flat green coating, which is a Chemical Agent Resistant Coating (CARC). The topcoat colour **shall** be Green 383, 34094. Two topcoats **shall** be applied following the recommendation of the Coating manufacturer. Topcoats for the coating system **shall**<sup>(E)</sup> be obtained from one of the following manufacturers:
  - i The Sherwin Williams Company;
  - ii Hentzen Coatings, Inc;
  - iii Spectrum Coatings, Inc;
  - iv NCP Coatings, Inc;
  - v MILSPRAY; or
  - vi Randolph Products Company.
- (c) Sealing - Crevices and gaps between non-welded and stagger welded components that could hasten corrosion **shall** be sealed using a silicone-type sealant compatible with the topcoat selected. This **shall** be applied after assembly, and **shall** be painted;
- (d) Workmanship - When visually inspected, the coating **shall** be a smooth, continuous, adherent film, which is free of such surface imperfections as runs, sags, blisters, orange peel, blushing, streaks, craters, blotches, brush marks, fish eyes, seediness or pinholes;
- (e) CARC Records - The Technical Authority is required to maintain records of CARC used on vehicles. To facilitate this, the Contractor **shall**

provide the Technical Authority with form(s) describing the processes used for surface preparation, the priming coat(s) applied and the topcoat(s) applied. The form(s) **shall** include manufacturer, product code(s) and batch number of products used, and also vehicle VIN numbers with dates of application.

Note: Chemical Agent Resistant Coating is a controlled good until applied and cured or pot life expired. Access to controlled goods is subject to the Defence Production Act.

3.7.2 **Identification** - The Contractor **shall**<sup>(E)</sup> provide, replace and ensure that all labels for warnings, controls, and instruments are shown in English and French or international symbols as defined by SAE J1362.

#### 4. INTEGRATED LOGISTIC SUPPORT

##### 4.1 Documentation

4.1.1 **Documents with Each Truck** - The Contractor **shall** provide the following documents with each vehicle:

- (a) **Warranty Letter** - A paper copy of the completed bilingual filter warranty letter in the approved format **shall** accompany each vehicle. The Contractor **shall** send an electronic copy of each Warranty Letter to the Technical Authority, at the time of shipment.
- (b) **Vehicle Manual Update** - The Contractor **shall** amend the existing vehicle manuals, for both configurations, to include the safe operation, maintenance and repair of the installed filtration system. The existing manuals will be supplied in electronic format. The amended manuals **shall** be provided with each vehicle in paper format. The amendments **shall** include:
  - i **Operating Instructions** - Operating instructions for safe equipment operation including all supplied attachments. Operating instructions **shall** be bilingual (English, and French);
  - ii **Parts BOM** - Parts Bill of Materials in English (French translation is desirable). The Parts BOM **shall** include:
    - 1. Illustrations showing all components of the filtration system including equipment and accessories from other manufacturers that are supplied against the requirements of the contract. The illustrations **shall** have numbers for the itemization of the parts;
    - 2. A listing for all itemized parts showing the manufacturer's part numbers (including Original Equipment Manufacturer's), the part name and a brief description of the item; and
    - 3. Cross reference relating all part numbers (including Original Equipment Manufacturer's) to the correct figure and item number.

iii **Maintenance Instructions** - Maintenance Instructions **shall** be bilingual (English, and French). The Maintenance instructions **shall** include:

1. A trouble shooting guide, showing the steps and tests required to determine the exact cause of a problem and an explanation of what steps would be required to correct a problem;
2. A listing of the necessary tolerances, torque levels, fluid volumes required and a section listing any special tools (including item part numbers); and
3. Information on the order of disassembly and assembly of the systems and components supplied.

4.1.2 **Documents Provided to Technical Authority** - The Contractor **shall** provide the following documents to the Technical Authority:

- (a) **Photographs** - For each configuration: two (2) digital pictures, one left three-quarter view and one right three-quarter view. Pictures **shall** have a size of at least 4 Mega pixels;
- (b) **Special Tools List** - The Contractor **shall** provide a list detailing the special tools required for the filtration system that would not be included in a mechanics toolbox. This would include items such as special wrenches, or extraction devices and special diagnostic tools;
- (c) **Recommended Spare Parts List** - The Contractor **shall** provide a list detailing the spare parts deemed necessary to maintain the vehicle modifications for a period of 12 months exclusive of any warranty period. The Recommended Spare Part List **shall**:

i Include the following information:

1. Item name;
2. Contractor's part number;
3. Original component/equipment manufacturer's part number;
4. Original manufacturer's NATO Supply code (NCAGE) or name and address;
5. NSN (NATO Stock Number) (if known);
6. Quantity per equipment;
7. Quantity recommended;
8. Unit price;
9. Unit of issue; and
10. Reference to part location in the parts manual.

- ii Be delivered to the Technical Authority, for review. The list **shall** be supplied in an editable electronic format, preferably as a spreadsheet.
- (d) **Cataloguing Information** - The contractor **shall** provide the Technical Authority, upon request, the information necessary to catalogue the parts for the filtration system. The maximum numbers of items for which the contractor **shall** be required to provide cataloguing information is 10 items. Cataloguing Information **shall**:
  - i Include the NSN of the part, if known. If the NSN is provided no other supporting technical data need be provided for that item; and
  - ii Include technical information, which **shall** be sufficient to allow DND to identify, classify and fully describe the part(s) to a NATO standard. This could include specifications, standards, drawings, or catalogues with brief description(s) of relevant dimensional, material, mechanical, electrical and physical/ performance characteristics.

**NOTE:** Filter Vessel drawings sent to the Technical Authority will remain the property of the contractor.

**NOTE:** This may require meetings between DND and the contractor to obtain and validate information.

- (e) **Technical Data Package** - The Contractor **shall** provide a complete Technical data package for the provided piping and hardware. The Technical Data Package **shall** include all detail and assembly drawings used in the fabrication and assembly of the package. The Technical Data package **shall** be the property of the Department of National Defence, for the purpose of manufacturing replacement parts for custom piping;
- (f) **Certification** - A duplicate copy of the certifications stated in section 4.2 of this SOW **shall** be provided with each vehicle. The original copies **shall** be provided to the TA.

#### 4.2 **Certification** - The following apply:

- (a) Prior to shipment, the completed Vehicle **shall** be certified to CSA B620-03 TC 406. The Contractor or representative performing the certification **shall** be registered with Transport Canada for the inspection, test, and repair of TC 406 Highway and Portable Tanks for the Transportation of Dangerous Goods.
- (b) The Filter Vessel **shall** be qualified to Energy Institute (EI) 1581 standard 5<sup>th</sup> edition, category M and M100.

#### 4.3 **Testing**

4.3.1 **First Article Inspection** - Prior to painting, upon completion of the filter vessel installation on the first vehicle, the Technical Authority will visit the Contractor's facility to inspect the installation. The Contractor **shall not** proceed to the second vehicle without approval from the Technical Authority. This clause **shall** apply to the first completed HLVW refueller and the first completed 18,000 litre refueller.

4.3.2 **Pre-delivery Inspection (PDI)** - A full pre-delivery inspection (PDI) and components test ***shall*<sup>(B)</sup>** be conducted with Jet-A1 fuel to ensure the vehicle and pumping systems are in proper working order. Following testing the Contractor ***shall*<sup>(B)</sup>** clean the pumping system and replace all filter elements prior to vehicle delivery, in accordance with the filter manufacturer's recommendations.

TECHNICAL INFORMATION QUESTIONNAIRE  
FOR  
AIRCRAFT REFUELLER  
FILTER VESSEL REPLACEMENT

COMPLETE AND RETURN

This Questionnaire covers technical information, which **shall** be provided for evaluation of the equipment offered. Where a company is unsure if their equipment complies, they **shall** provide a complete explanation.

Company Name -

Manufacturer's Name -

Name of Representative -

- Initials

Compliance

Equipment provided complies with all specified requirements? Yes ☐ No ☐

Explanation \_\_\_\_\_

Substitutes/Alternatives Offered for Equivalents

Are any substitutes/alternatives offered as equivalents? Yes ☐ No ☐

If yes, is information provided for evaluation of the substitutes/alternatives? Yes ☐ No ☐

Purchase Description Paragraphs

3.1 Standard Requirements - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

3.1.1 Design Principles

(a) Fuel Types - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

(b) Corrosion Protection - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

(c) Electrical Requirements - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

3.2 Operating Conditions - Will the vehicle/equipment operate within the specified temperature range of -37° to 37° Celsius? Yes ☐ No ☐

Explanation \_\_\_\_\_



3.3 **Refueller Experience** - Complies? Yes ☐ No ☐

Please provide proof of experience.

Explanation \_\_\_\_\_

3.4 **Safety** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

3.4.1 **Transport Canada Registration** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

3.5 **Equipment**

3.5.1 **Filter Vessel** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

Filter Vessel - Make: Model:

Coalescer - Make: Model:

Separator - Make: Model:

(d) Maximum Flow Rate:

(f) Vessel Material: Aluminum ☐ OR Steel ☐

3.5.2 **Spare Filter Elements** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

3.5.3 **Piping** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

3.6 **Scope of Work** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

3.6.1 **Vessel Removal** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

3.6.2 **Vessel Installation** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

3.6.3 **Additional Work Requests** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

### **3.7 Paint and Markings**

3.7.1 **Paint** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

(b) Topcoat manufacturer \_\_\_\_\_

Explanation \_\_\_\_\_

3.7.2 **Identification** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

## **4. INTEGRATED LOGISTIC SUPPORT**

### **4.1 Documentation**

#### **4.1.1 Documents with Each Truck**

(a) **Warranty Letter** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

(b) **Filtration System Manual** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

#### **4.1.2 Documents Provided to Technical Authority**

(a) **Photographs** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

(b) **Special Tools List** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

(c) **Recommended Spare Parts List** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

(d) **Cataloguing Information** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

(e) **Technical Data Package** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

(f) **Certificate of Release** - Complies? Yes ☐ No ☐

Explanation \_\_\_\_\_

4.2 **Certification** - Complies?

Yes ☐ No ☐

Explanation \_\_\_\_\_

4.3 **Testing** - Complies?

Yes ☐ No ☐

Explanation \_\_\_\_\_