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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

Title - Sujet Portable Fuel Distribution System	
Solicitation No. - N° de l'invitation W6399-140108/A	Date 2014-10-03
Client Reference No. - N° de référence du client W6399-140108	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-604-65831	
File No. - N° de dossier hs604.W6399-140108	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-11-19	Time Zone Fuseau horaire Eastern Standard Time EST
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bertrand(hs604), Alain	Buyer Id - Id de l'acheteur hs604
Telephone No. - N° de téléphone (819) 956-4025 ()	FAX No. - N° de FAX (819) 956-5227
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: 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

Industrial Vehicles & Machinery Products Division
11 Laurier St./11, rue Laurier
7B1, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

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

Solicitation No. - N° de l'invitation

W6399-140108/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hs604W6399-140108

Buyer ID - Id de l'acheteur

hs604

Client Ref. No. - N° de réf. du client

W6399-140108

CCC No./N° CCC - FMS No/ N° VME

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STATEMENT OF WORK FOR THE PORTABLE FUEL DISTRIBUTION SYSTEM

1.0 INTRODUCTION

1.1 Purpose

The purpose of this statement of work is to define the scope and requirements that apply to the provision of portable fuel distribution systems to the Department of National Defence (DND).

1.2 Background

DND has a requirement for a portable fuel storage and dispensing system in support of aircraft operations in austere environments where standard Canadian Forces fueling systems are unsuitable and commercial fueling facilities are unavailable. For portability, the complete system is to fit inside a Norduyn NN8000 shipping container. This equipment will be referred to as the Portable Fuel Distribution System (PFDS).

1.3 Applicable Documents

The following documents form part of this statement of work to the extent specified herein, and are supportive of this statement of work when referenced; any other documents are to be considered supplemental information only. In the event of a conflict between the documents and the contents of this statement of work, then the contents of this statement of work must take precedence.

- MIL-HDBK-61A Configuration Management Guidance (copy available upon request)
- SOR/2008-197 12 June 2008 Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations

1.4 Acronyms

DND	Department of National Defense
ISO	International Standards Organization
ISS	In-Service Support
NATO	North Atlantic Treaties Organization
NCAGE	NATO Commercial and Government Entity

2.0 DELIVERABLES

The Contractor must deliver the following:

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- (a) Quantity four (4) Portable Fuel Distribution Systems in accordance with the Performance and Technical Specifications in Annex B;
- (b) Operator/Maintenance Manuals in accordance with Section 2.1;
- (c) Training in accordance with Section 2.2; and
- (d) A Manufacturer's Recommended Spare Parts List to support the Portable Fuel Distribution Systems including the following for each item:
 - i. Item Name;
 - ii. NCAGE Code;
 - iii. NATO stock number (where available);
 - iv. Manufacturer Part Number;
 - v. Shelf Life (if applicable); and
 - vi. Proposed quantity.

Optional procurements are detailed in Appendix 1.

2.1 Operator/Maintenance Manuals

The Contractor must provide operator/maintenance manuals, in English, to DND as follows:

- (a) One (1) hard copy and one (1) electronic copy (MS Word or PDF format) of the Operators Manual with each Portable Fuel Distribution System that includes the following information:
 - i. Illustrated operating and safety instructions
 - ii. Pre-operation and post-operation inspections;
 - iii. Daily operator maintenance instructions/checks (including lubrication); and
 - iv. Preventive and user maintenance instructions;
- (b) One (1) hard copy and one (1) electronic copy (MS Word or PDF format) of the Parts Manual that includes that following information:
 - i. Illustrations showing all components of the system including equipment and accessories from other manufacturers that is supplied against the requirements of the contract. The illustrations must have numbers for the itemization of the parts;
 - ii. A listing for all itemized parts on the illustration showing the manufacturer's part numbers (including Original Equipment Manufacturer's), the part name and a brief description of the item; and
 - iii. Cross reference relating all part numbers (including Original Equipment Manufacturer's) to the correct figure and item number;
- (c) One (1) hard copy and one (1) electronic copy (MS Word or PDF format) of the Maintenance (Shop Repair) Manual that includes the following information:
 - i. 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;
 - ii. A listing of the necessary tolerances, torque levels, fluid volumes required;
 - iii. A listing of any special tools required (including item part numbers);
 - iv. An electrical circuit diagram outlining all the electrical components in the system; and
 - v. Information on the order of disassembly and assembly of the system components;

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NOTE: Manuals on CD/DVD-ROM will be acceptable. A hard copy Operator's manual must be provided with the system and must be protected with a plastic cover and chained to the system such that it is easily accessible but not easily damaged or removed.

2.2 Training

The Contractor must provide "Train-the-Trainer" courses, in English, to DND as follows:

- (a) A minimum of three (3) hours of Operator familiarization training to a maximum of four (4) persons including the following:
 - i. An overview of the Portable Fuel Distribution System components;
 - ii. Set-up and use in all environments, weather conditions, and temperatures;
 - iii. Operator maintenance; and
 - iv. Cleaning and shipment;
- (b) A minimum of three (3) hours of Maintainer familiarization training to a maximum of four (4) persons including the following:
 - i. An overview of the Portable Fuel Distribution System components;
 - ii. Set-up and use in all environments, weather conditions, and temperatures;
 - iii. Second line maintenance; and
 - iv. Cleaning and shipment;
- (c) Training to be conducted at the DND delivery location on a date mutually agreeable date no later than thirty (30) days after receipt of the first system; and
- (d) 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, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive and within the other provisions of the directive referring to "traveler", rather than those referring to "employees".

Note: DND will provide the demonstration system to be used for the training.

3.0 **REQUIREMENTS**

3.1 Quality Assurance Program

The Contractor must:

- (a) Establish, implement, document and maintain a quality system that ensures conformance to contractual requirements and meets the requirements of the ISO 9001 or equivalent quality system model during performance of this contract; and
- (b) Conduct Quality Conformance Inspections and Tests during manufacture in accordance with the Contractor's standard acceptance test plan. Details of the test plan, and documentation of all inspections/tests, are to be provided to DND upon request. DND reserves the right to send a representative(s) to witness production acceptance testing for all systems (mandatory and optional deliveries). DND will provide a minimum of two (2) weeks' notice of a Quality Assurance visit.

3.2 Configuration Control

The Contractor must have an established, DND verifiable, Configuration Management (CM) Program with control systems in place in accordance with MIL-HDBK-61A, and must provide configuration identification, control and status accounting of all new and/or modified hardware and documentation. All

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Portable Fuel Distribution Systems delivered must have the same product baseline and support interchangeability/interoperability of parts. The established product baseline must be maintained during repair and any deviation from the baseline must be approved in advance by the DND Technical Authority.

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APPENDIX 1 OPTIONAL PROCUREMENTS

DND is under no obligation to procure additional Portable Fuel Distribution Systems. Should DND decide to exercise options within twenty-four (24) months of Contract award; the Contractor must deliver the following:

- (a) Up to quantity four (4) Portable Fuel Distribution Systems in accordance with the Performance and Technical Specifications in Annex B;
- (b) Up to quantity sixteen (16) 5000 Liter (1124 Imperial Gallon) Fuel Bladders in accordance with the Performance and Technical Specifications in Annex B;
- (c) Additional Operator/Maintenance Manuals in accordance with Section 2.1; and
- (d) Additional Training in accordance with Section 2.2.



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**PERFORMANCE AND TECHNICAL SPECIFICATIONS
FOR THE
PORTABLE FUEL DISTRIBUTION SYSTEM**

1.0 SCOPE

1.1 General

This specification outlines the requirements for the Portable Fuel Distribution System. All requirements are mandatory.

1.2 Applicable Documents

The following documents form part of this specification to the extent specified herein, and are supportive of this specification when referenced; all other document references are to be considered supplemental information only. In the event of a conflict between the documents referenced herein and the contents of this specification, then the contents of this specification must take precedence.

Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations

SOR/2008-197 12 June 2008

Canada Gazette Part II Volume 142 No. 13

www.ec.gc.ca

Standard for Aircraft Fuel Servicing

NFPA 407

National Fire Protection Association

1 Batterymarch Park

Quincy, MA 02269

1-617-770-3000

www.nfpa.org

Specification for Gray Iron Castings for Valves, Flanges, and Pipe Fittings

ASTM A126-09 (www.astm.org)

Specification for Forged or Rolled Alloy-Steel Pipe Flanges, Forged Fittings, and Valves and Parts for High-Temperature Service

ASTM A182/A182M-13a (www.astm.org)

Specification for Malleable Iron Flanges, Pipe Fittings, and Valve Parts for Railroad, Marine, and Other Heavy Duty Service at Temperatures Up to 650F (345C)

ASTM A338-84 (2009) (www.astm.org)

Specification for Forged or Rolled 8 and 9% Nickel Alloy Steel Flanges, Fittings, Valves, and Parts for Low-Temperature Service

ASTM A522/A522M-01 (www.astm.org)

Specification for Carbon and Alloy Steel Forgings for Pipe Flanges, Fittings, Valves, and Parts for High-Pressure Transmission Service

ASTM A694/A694M-03 (www.astm.org)

Specification for Common Requirements for Steel Flanges, Forged Fittings, Valves, and Parts for Piping Applications

ASTM A961-04 (www.astm.org)

Specifications and Qualification Procedures for Aviation Jet Fuel filter/Separators

API SPEC 1581

American Petroleum Institute

1220 L Street, NW

Washington, DC, 20005-4070

1-202-682-8000

www.api.org/

Boiler and Pressure Vessel Code (2013)

American Society of Mechanical Engineers (ASME)

www.asme.org

Standards for Jet Fuel Quality Control

ATA 103

Air Transport Association

1301 Pennsylvania Avenue, NW

Suite 1100

Washington, DC 20004

1-202-626-4062

pubs@airlines.org

Standards for Hose and Hose Assemblies for Dispensing Flammable Liquids

UL 330

Underwriters Laboratory

www.ul.com

Collapsible Fabric Storage Tanks (Bladders)

CSA B837-14 (draft)

www.csa.org

1.3 Definitions

Cold Splash Refueling (CSR)	refers to refueling by inserting an automotive-type nozzle into a fill port of a larger diameter (i.e., the nozzle does not lock or seal into the fill port and the escape of volatile fumes and ingress of contaminants is possible)
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Hot Closed Circuit Refueling (HCCR)	refers to a system of refueling with the engine(s) running in which the nozzle mates with and locks into the fuel tank spout thereby preventing the escape of volatile fumes and spillage
5th Percentile Female	Defined as 152 cm (5 ft) and 50 kg (110 lb)
95th Percentile Male	Defined as 188 cm (6 ft 2 in) and 100 kg (223 lb)

1.4 Acronyms

CSR	Cold Splash Refueling
HCCR	Hot Closed Circuit Refueling
PFDS	Portable Fuel Distribution System

2.0 **REQUIREMENTS**

2.1 Operational Performance Requirements

The PFDS must:

- (a) Meet the requirements of the following:
 - i. SOR/2008-197 12 June 2008;
 - ii. NFPA 407; and
 - iii. ASTM requirements for rated pressure and operating temperatures including, but not limited to, A126-09, A182/A182M-13a, A338-84 (2009), A522/A522M-01, A694/A694M-03 and A961-04;
- (b) Permit bladder fuelling (filling) from:
 - i. Fuel bowser; and
 - ii. Aircraft fuel systems (e.g., CC-130H or CC-130J Hercules, CC-177 Boeing Globemaster III, etc.);
- (c) Be capable of conducting helicopter refuelling as follows:
 - i. Hot Closed Circuit Refueling (HCCR) for up to two (2) aircraft simultaneously;
 - ii. Cold Splash Refueling (CSR) for up to three (3) aircraft simultaneously; and
 - iii. An annual expected usage of 10,000 liters (2250 Imperial Gallons) per year;
- (d) Be capable of recirculating fuel through the pump, filter and hose back into the fuel bladders;
- (e) Be capable of defueling the bladders and system components;
- (f) Permit fuel storage and dispensing under the following environmental conditions:
 - i. -46°C to 52°C;
 - ii. Relative humidity up to 100%;
 - iii. Rain, snow, ice and sand;
 - iv. Permit set-up on flat austere terrain with a slope of no more than 10 degrees; and
 - v. Not require any modification to the ground below (e.g., compacting);
- (g) Have safety provisions as follows:
 - i. Be safe and easy to use by a 95th percentile male and 5th percentile female under all operating conditions;
 - ii. Be equipped, where required for operator safety, with safety features such as warning and instruction plates and heat shields
 - iii. Utilize infrared markings that are visible with night vision equipment;

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- iv. All controls permanently marked to identify the function of each control lever or switch;
 - v. Instructions detailing the operation of the engine, fuel pump and attachments clearly visible when operating the system;
 - vi. All controls properly sized and arranged to allow personnel wearing Cold Wet Weather Gloves (NSN 8415-21-920-9019) to operate the equipment; and
 - vii. Utilize international symbols and/or bilingual (French and English) markings for all identification, instructional, and warning labels including the following:
 - a. Fuel Flow Diagrams; and
 - b. Engraved metal plate labeling for gauges, controls, fuel system service points, drain points and sampling locations;
- (h) Have a size and weight as follows:
- i. The complete system is to fit inside a Norduyn NN8000 shipping container as follows:
 - a. 185 cm (73 in) high;
 - b. 226 cm (89 in) wide;
 - c. 114 cm (45 in) depth;
 - d. Capacity: 2730 kg (5000 lbs); and
 - e. Empty weight: 409 kg (905 lbs);
 - ii. Permit removal and set-up of the system components (skids and bladders) by two (2) trained operators in no more than sixty (60 minutes).

2.2 Technical Requirements

The PFDS must be a modular system, as detailed in the following sections, that includes the following components:

- (a) Quantity one (1) Inlet Filter/Manifold Skid;
- (b) Quantity one (1) Discharge Pump/Manifold Skid;
- (c) Quantity three (3) Hose Reel/Filter/Metering Skids;
- (d) Quantity two (2) Fuel Bladders; and
- (e) Miscellaneous Fittings.

Note: A system that meets the intent of the above but is constructed in a different manner would be acceptable if it also meets all of the operational performance requirements.

2.2.1 Inlet Filter/Manifold Skid

The Inlet Filter/Manifold Skid must have the following components:

- (a) Redundant (twin) two-stage coalescer/separator type filters as follows:
 - i. Valved to permit flow through either or both filters;
 - ii. Designed, manufactured, qualified to filter Jet A-1 fuel containing Fuel System Icing Inhibitor in accordance with API 1581 (category M and M+100) and labeled in accordance with the ASME Boiler and Pressure Vessel Code for unfired pressure vessels;
 - iii. Include a fuel additive (M and M+100) injection system;
 - iv. Designed to prevent reversal of flow through the filter vessel;
 - v. Equipped with the following:
 - a. A self-closing water/sump drain valve;

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- b. An automatic air eliminator and relief valve sized in accordance with the filter OEM recommendations;
 - c. A vacuum breaker or similar device to facilitate draining and servicing;
 - d. Fuel sampling ports, for quality control checks, at the inlet and outlet of the filters that incorporate;
 - 1. Isolation valves;
 - 2. Quick connect couplings compatible with the match weight monitor sampling kit, NSN 6695-21-800-0032; and
 - 3. Dust covers retained by lanyards on the quick connect couplings;
 - e. An automatic water defence system in accordance with ATA 103;
- (b) Outlet manifold with isolation valves on the inlet and outlets that permits simultaneous connection to no less than two (2) and no more than four (4) fuel bladders.

2.2.2 Discharge Pump/Manifold Skid

The Discharge Pump/Manifold Skid must have the following components:

- (a) A self-priming centrifugal type aviation fuel pump as follows:
 - i. Have a visual indication of output flow;
 - ii. Capable of maintaining fuel pressure as follows:
 - a. Cold Splash Refueling - Outlet pressure at the nozzle to receiver body regulated to 15-16 psig (103.4-110.3 kPa); and
 - b. Hot Closed Circuit Refueling - Outlet pressure that permits fuelling at a minimum pressure of 30 psig (207 kPa) while flowing and a maximum pressure of 125 psig (862 kPa) at no-flow locations;
 - iii. An easily accessible stainless steel screen located on the inlet side of the pump;
 - iv. Capable of operating against a closed discharge for a period of 15 minutes without appreciable wear, damage, or overheating; and
 - v. Capable of operation at rated maximum speed for five minutes without appreciable wear or damage with the fuel tank completely drained;
- (b) An explosion-proof diesel engine to operate the fuel pump as follows:
 - i. Operates on automotive grade (summer and winter) low sulphur diesel fuel;
 - ii. Operates on Jet A-1 fuel with appropriate additives;
 - iii. Have a fuel tank sufficient to provide at least two hours of continuous pumping operation;
 - iv. Have an independent low oil pressure and high coolant temperature protection system with both audio and visual warnings and an automated shut-down system that does not require operator intervention;
 - v. Have an instrument panel as follows:
 - a. Incorporates all instruments required for engine operation including (as a minimum) ammeter/voltmeter, engine oil pressure, coolant temperature (if applicable) and fuel level; and
 - b. Incorporates both red and white LED lighting;
- (c) Outlet manifold with isolation valves on the inlet and outlets that permits simultaneous connection to the three (3) Hose Reel/Filter/Metering Skid.

2.2.3 Hose Reel/Filter/Metering Skid

Each Hose Reel/Filter/Metering Skid must have the following components:

- (a) Fuel Hose as follows:
 - i. Nominal 38 mm (1.5 in) diameter;
 - ii. Nominal length of 30.5 meters (100 ft);
 - iii. Fuel nozzles suitable for both NCCR and CSR (e.g., NATO Stock Number 4930-21-897-7682 type); and
 - iv. Meet UL 330 requirements for fuel dispensing;

- (b) Hose Reel as follows:
 - i. Capacity to hold the provided fuel hose;
 - ii. Be self rewinding; and
 - iii. Have a manual removable hand crank with a storage provision near the reel;

- (c) Redundant (twin) two-stage coalescer/separator type filters as follows:
 - i. Valved to permit flow through either or both filters;
 - ii. Designed, manufactured, qualified to filter Jet A-1 fuel containing Fuel System Icing Inhibitor in accordance with API 1581 (category M and M+100) and labeled in accordance with the ASME Boiler and Pressure Vessel Code for unfired pressure vessels;
 - iii. Rated for the maximum system design flow and pressure;
 - iv. Include a fuel additive (M and M+100) injection system;
 - v. Designed to prevent reversal of flow through the filter vessel;
 - vi. Equipped with the following:
 - a. A self-closing water/sump drain valve;
 - b. An automatic air eliminator and relief valve sized in accordance with the filter OEM recommendations;
 - c. A vacuum breaker or similar device to facilitate draining and servicing;
 - d. Fuel sampling ports, for quality control checks, at the inlet and outlet of the filters that incorporate:
 - 1. Isolation valves;
 - 2. Quick connect couplings compatible with the match weight monitor sampling kit, NSN 6695-21-800-0032; and
 - 3. Dust covers retained by lanyards on the quick connect couplings;
 - e. An automatic water defence system in accordance with ATA 103;

- (d) Have an pumping control panel that includes all instruments necessary for the operation of the dispensing system as follows:
 - i. A fuel meter as follows:
 - a. Have the required accuracy and repeatability to permit the meter to be certified for trade by Measurements Canada;
 - b. Display the fuel dispensed in liters; and
 - c. Be clearly visible and within reach of an operator standing on the ground at the control panel;
 - ii. A direct reading differential pressure gauge as follows:
 - a. Be connected to read the differential pressure across the filter-separator;
 - b. Have a peak pressure hold feature that is capable of being reset; and
 - c. Have a link to the deadman control that will stop the pumping (deactivate the deadman) if the pressure is too high. This feature is to have a keyed override;
 - iii. A fuelling pressure gauge as follows:
 - a. Be graduated in kPa and PSI;
 - b. Be liquid filled or include other provisions to dampen oscillation; and
 - c. Have a permanent marking on the gauge to indicate maximum safe pressure;

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- (e) Pumping controls as follows:
 - i. A throttling valve installed between the meter and the hose reel to control the fuelling flow rate as follows:
 - a. Manually controlled, graduated, locking lever type; and
 - b. Readily accessible to the operator;
 - ii. A deadman control to initiate or terminate fuelling operations as follows:
 - a. Designed to require user actuation when ready to proceed and be deactivated at all other times;
 - b. Operate in accordance with ATA 103;
 - c. Have a cable of at least 30.5 meters (100ft) in length; and
 - d. Have a spring-retracting reel;
 - iii. An emergency shut-off as follows:
 - a. When activated, immediately shut off the engine and cease pumping;
 - b. Be painted red for highly visibility; and
 - c. Have large black letters identifying the action to be taken in case of an emergency (" Push in Case of Emergency, Pousser en cas d'urgence").
- (f) Grounding cable as follows:
 - i. Meet the requirements of NFPA 407; and
 - ii. Include a spring-retracting reel and a grip clamp.

2.2.4 Fuel Bladders

Each Fuel Bladders must:

- (a) Be suitable for storage of Jet A-1 fuel containing Fuel System Icing Inhibitor within the environmental conditions specified. The provision of different bladders to meet the high and low temperatures and harsh conditions is acceptable;
- (b) Meet the requirements of SOR/2008-197 12 June 2008 and CSA B837;
- (c) Include a secondary containment system (if required by SOR/2008-197 12 June 2008);
- (d) Have a capacity (each) of 5000 Liters (1124 Imperial Gallons);
- (e) Have a footprint of no more than 6.1 m x 6.1 m (20 ft x 20 ft);
- (f) Permit liquid-tight interconnection between bladders;
- (g) Have liquid-tight fill/emptying ports;
- (h) Have a visual overfill protection;
- (i) Have a grounding hard point;
- (j) Permit venting and atmospheric sampling of the interior of the bladders for purposes of decommissioning;
- (k) Have a shelf life when stored in the manufacturer's specified conditions of not less than ten (10) years;
- (l) Permit shipment of new (unused) bladders as general cargo; and

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- (m) Be pressure and leak tested with no visible signs of leakage prior to delivery that does not contaminate the bladder with fuel.

2.2.5 Miscellaneous Fittings

The PFDS must:

- (a) Include all additional hoses, adaptors and fittings to conduct aviation refueling and fuel transfer;
- (b) Include a fuel spill kit suitable for the size of the system, such as the AF Pollution Abatement Systems Inc. AF16, as follows:
 - i. Housed in a readily accessible weatherproof storage container within the shipping container; and
 - ii. Be labeled “Spill Kit, Trousse de déversement” in grey or silver on a black or red background;
- (c) Include a fire blanket as follows:
 - i. Be a three-ply consisting of two layers of woven glass fabric with an inner layer of fire-retardant material;
 - ii. Be nominal 122 cm x 183 cm (48 in x 72 in);
 - iii. Be located in a red painted weatherproof storage canister that:
 - a. Has a self-latching door that does not interfere with removal of the blanket; and
 - b. Is labeled “Fire Blanket, Couverture Anti-Feu” in red on a white background;
- (d) Include quantity two (2) fire extinguishers, rated for Class A and Class B fires, as follows:
 - i. Be no more than 10 kg (22 lbs) in weight; and
 - ii. Be mounted within the shipping container in readily accessible locations;
- (e) Include a maintenance kit that includes all tools and spare parts (filter, etc.) for daily operation and maintenance of the PFDS.



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**BID REQUIREMENTS AND EVALUATION PLAN
FOR THE
PORTABLE FUEL DISTRIBUTION SYSTEM**

1.0 PROPOSAL REQUIREMENT

The Bidder must provide a completed Compliance Matrix as set out in Table 1 including Proof of Compliance. As a minimum, Proof of Compliance must include schematics and/or drawings that detail the following:

- (a) Storage of the system within the Norduyn NN8800 shipping container;
- (b) Each skid that is clearly labelled to indicate the components including an approximate weight of the skid (+/- 10%); and
- (c) The complete system that is clearly labelled to indicate the assembly and operation of the system when in use.

2.0 MANDATORY REQUIREMENTS

Table 1: Compliance Matrix

Item #	Annex B Para	Requirement	Proof of Compliance	Bid Reference
1	N/A	<u>Experience and Proven Design</u> The Bidder must be an established vendor that has	The Bidder must provide contract numbers, award dates, models, capacities and quantities of fuel	

2		<p>significant experience in portable fuel distribution systems. Significant experience is taken to mean that the Bidder is in the business of developing, manufacturing and selling bladder-based fuel distribution systems in support of civilian and/or military aircraft operations for a minimum of five (5) years.</p> <p><u>Operational Performance Requirements</u></p> <p>(a) Meet the requirements of the following:</p> <ul style="list-style-type: none"> i. SOR/2008-197 12 June 2008; ii. NFPA 407; and iii. ASTM requirements for rated pressure and operating temperatures including, but not limited to, A126-09, A182/A182M-13a, A338-84 (2009), A522/A522M-01, A694/A694M-03 and A961-04; <p>(b) Permit bladder fuelling (filling) from:</p> <ul style="list-style-type: none"> i. Fuel bowser; and ii. Aircraft fuel systems (e.g., CC-130H or CC-130J Hercules, CC-177 Boeing Globemaster III, etc.); <p>(c) Be capable of conducting helicopter refuelling as follows:</p> <ul style="list-style-type: none"> i. Hot Closed Circuit Refueling (HCCR) for up to two (2) aircraft simultaneously; ii. Cold Splash Refueling (CSR) for up to three (3) aircraft simultaneously; and iii. An annual expected usage of 10,000 liters (2250 Imperial Gallons) per year; <p>(d) Be capable of recirculating fuel through the pump, filter and hose back into the fuel bladders;</p> <p>(e) Be capable of defueling the bladders and system components;</p> <p>(f) Permit fuel storage and dispensing under the following environmental conditions:</p> <ul style="list-style-type: none"> i. -46°C to 52°C; ii. Relative humidity up to 100%; 	<p>distribution systems that have been sold in the last five (5) years to provide illustrative examples of previous experience in such systems.</p>	
			<p>The Bidder must provide:</p> <p>(1) A detailed explanation of how the PFDS meets the requirements within the SOR/2008-197 12 June 2008 and NFPA 407 including certifications for individual components if required;</p> <p>AND</p> <p>(2) A draft system layout drawing/schematic, signed and stamped by a Canadian certified Petroleum Engineer that meets all certification requirements of SOR/2008-197 12 June 2008;</p> <p>AND</p> <p>(3) A draft user manual detailing the operation of the PFDS in accordance with the performance requirements specified in Annex B Section 2.1 (b) through (e);</p> <p>AND</p> <p>(4) Proof of Compliance that the PFDS will be designed to permit operations throughout the environmental conditions specified in Annex B Section 2.1 (f);</p> <p>AND</p>	

		<p>iii. Rain, snow, ice and sand; iv. Permit set-up on flat austere terrain with a slope of no more than 10 degrees; and v. Not require any modification to the ground below (e.g., compacting); (g) Have safety provisions as follows: i. Be safe and easy to use by a 95th percentile male and 5th percentile female under all operating conditions; ii. Be equipped, where required for operator safety, with safety features such as warning and instruction plates and heat shields iii. Utilize infrared markings that are visible with night vision equipment; iv. All controls permanently marked to identify the function of each control lever or switch; v. Instructions detailing the operation of the engine, fuel pump and attachments clearly visible when operating the system; vi. All controls properly sized and arranged to allow personnel wearing Cold Wet Weather Gloves (NSN 8415-21-920-9019) to operate the equipment; and vii. Utilize international symbols and/or bilingual (French and English) markings for all identification, instructional, and warning labels including the following: a. Fuel Flow Diagrams; and b. Engraved metal plate labeling for gauges, controls, fuel system service points, drain points and sampling locations;</p> <p>(h) Have a size and weight as follows: i. The complete system is to fit inside a</p>	<p>(5) Proof of Compliance that the PFDS will be designed to incorporate the safety provisions specified in Annex B Section 2.1 (g); AND (6) Any additional information over and above the schematic/drawing and draft user manual required to confirm that the PFDS fits inside the Norduyn NN8800 shipping container and that the system can be set up by two (2) trained operators in no more than sixty (60 minutes).</p>
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3	3.2	<p>Norduyn NN8000 shipping container as follows:</p> <ul style="list-style-type: none"> a. 185 cm (73 in) high; b. 226 cm (89 in) wide; c. 114 cm (45 in) depth; d. Capacity: 2730 kg (5000 lbs); and e. Empty weight: 409 kg (905 lbs); <p>Permit removal and set-up of the system components (skids and bladders) by two (2) trained operators in no more than sixty (60 minutes).</p>	<p>The Bidder must provide a schematic/drawing of each skid that is clearly labeled to indicate the components including an approximate weight of the skid (+/- 10%). Where an alternate design is offered, the Bidder must also provide a detailed explanation of how the alternate design meets the Operational Performance Requirements in Annex B Section 2.1.</p>	
4	2.2.1	<p><u>Technical Requirements</u></p> <p>The PFDS must be a modular system, as detailed in the following sections, that includes the following components:</p> <ul style="list-style-type: none"> (a) Quantity one (1) Inlet Filter/Manifold Skid; (b) Quantity one (1) Discharge Pump/Manifold Skid; (c) Quantity three (3) Hose Reel/Filter/Metering Skids; (d) Quantity two (2) Fuel Bladders; and (e) Miscellaneous Fittings. <p>Note: A system that meets the intent of the above but is constructed in a different manner would be acceptable if it also meets all of the operational performance requirements.</p> <p><u>Inlet Filter/Manifold Skid</u></p> <p>The Inlet Filter/Manifold Skid must have the following components:</p> <ul style="list-style-type: none"> (a) Redundant (twin) two-stage coalescer/separator type filters as follows: <ul style="list-style-type: none"> i. Valved to permit flow through either or both filters; ii. Designed, manufactured, qualified to filter Jet A-1 fuel containing Fuel System Icing Inhibitor in accordance with API 	<p>In addition to the schematic/drawing of the skid, the Bidder must provide any additional information necessary to confirm that the skid has the components as specified. Where an alternate design is offered, the Bidder must also provide a detailed explanation of how the alternate design meets the Operational Performance Requirements in Annex B Section 2.1.</p>	

	<p>1581 (category M and M+100) and labeled in accordance with the ASME Boiler and Pressure Vessel Code for unfired pressure vessels;</p> <ul style="list-style-type: none"> iii. Include a fuel additive (M and M+100) injection system; iv. Designed to prevent reversal of flow through the filter vessel; v. Equipped with the following: <ul style="list-style-type: none"> a. A self-closing water/sump drain valve; b. An automatic air eliminator and relief valve sized in accordance with the filter OEM recommendations; c. A vacuum breaker or similar device to facilitate draining and servicing; d. Fuel sampling ports, for quality control checks, at the inlet and outlet of the filters that incorporate; <ul style="list-style-type: none"> 1. Isolation valves; 2. Quick connect couplings compatible with the match weight monitor sampling kit, NSN 6695-21-800-0032; and 3. Dust covers retained by lanyards on the quick connect couplings; e. An automatic water defence system in accordance with ATA 103; <p>(b) Outlet manifold with isolation valves on the inlet and outlets that permits simultaneous connection</p>	
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5	2.2.2	<p>to no less than two (2) and no more than four (4) fuel bladders.</p> <p><u>Discharge Pump/Manifold Skid</u> The Discharge Pump/Manifold Skid must have the following components:</p> <p>(a) A self-priming centrifugal type aviation fuel pump as follows:</p> <ol style="list-style-type: none"> i. Have a visual indication of output flow; ii. Capable of maintaining fuel pressure as follows: <ol style="list-style-type: none"> a. Cold Splash Refueling - Outlet pressure at the nozzle to receiver body regulated to 15-16 psig (103.4-110.3 kPa); and b. Hot Closed Circuit Refueling - Outlet pressure that permits fuelling at a minimum pressure of 30 psig (207 kPa) while flowing and a maximum pressure of 125 psig (862 kPa) at no-flow locations; iii. An easily accessible stainless steel screen located on the inlet side of the pump; iv. Capable of operating against a closed discharge for a period of 15 minutes without appreciable wear, damage, or overheating; and v. Capable of operation at rated maximum speed for five minutes without appreciable wear or damage with the fuel tank completely drained; <p>An explosion-proof diesel engine to operate the fuel pump as follows:</p> <ol style="list-style-type: none"> vi. Operates on automotive grade (summer and winter) low sulphur diesel fuel; vii. Operates on Jet A-1 fuel with appropriate 	<p>In addition to the schematic/drawing of the skid, the Bidder must provide any additional information necessary to confirm that the skid has the components as specified. Where an alternate design is offered, the Bidder must also provide a detailed explanation of how the alternate design meets the Operational Performance Requirements in Annex B Section 2.1.</p>
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6	2.2.3	<p>additives;</p> <p>viii. Have a fuel tank sufficient to provide at least two hours of continuous pumping operation;</p> <p>ix. Have an independent low oil pressure and high coolant temperature protection system with both audio and visual warnings and an automated shut-down system that does not require operator intervention;</p> <p>x. Have an instrument panel as follows:</p> <p>a. Incorporates all instruments required for engine operation including (as a minimum) ammeter/voltmeter, engine oil pressure, coolant temperature (if applicable) and fuel level; and</p> <p>b. Incorporates both red and white LED lighting;</p> <p>(c) Outlet manifold with isolation valves on the inlet and outlets that permits simultaneous connection to the three (3) Hose Reel/Filter/Metering Skid.</p> <p><u>Hose Reel/Filter/Metering Skid</u> Each Hose Reel/Filter/Metering Skid must have the following components:</p> <p>(a) Fuel Hose as follows:</p> <p>i. Nominal 38 mm (1.5 in) diameter;</p> <p>ii. Nominal length of 30.5 meters (100 ft);</p> <p>iii. Fuel nozzles suitable for both NCCR and CSR (e.g., NATO Stock Number 4930-21-897-7682 type); and</p> <p>iv. Meet UL 330 requirements for fuel dispensing;</p> <p>Hose Reel as follows:</p> <p>v. Capacity to hold the provided fuel hose;</p> <p>vi. Be self rewinding; and</p>		
		<p>In additional to the schematic/drawing of the skid, the Bidder must provide any additional information necessary to confirm that the skid has the components as specified. Where an alternate design is offered, the Bidder must also provide a detailed explanation of how the alternate design meets the Operational Performance Requirements in Annex B Section 2.1.</p>		

		<p>(b)</p> <ul style="list-style-type: none"> vii. Have a manual removable hand crank with a storage provision near the reel; Redundant (twin) two-stage coalescer/separator type filters as follows: <ul style="list-style-type: none"> i. Valved to permit flow through either or both filters; ii. Designed, manufactured, qualified to filter Jet A-1 fuel containing Fuel System Icing Inhibitor in accordance with API 1581 (category M and M+100) and labeled in accordance with the ASME Boiler and Pressure Vessel Code for unfired pressure vessels; iii. Rated for the maximum system design flow and pressure; iv. Include a fuel additive (M and M+100) injection system; v. Designed to prevent reversal of flow through the filter vessel; vi. Equipped with the following: <ul style="list-style-type: none"> a. A self-closing water/sump drain valve; b. An automatic air eliminator and relief valve sized in accordance with the filter OEM recommendations; c. A vacuum breaker or similar device to facilitate draining and servicing; d. Fuel sampling ports, for quality control checks, at the inlet and outlet of the filters that incorporate: <ul style="list-style-type: none"> 1. Isolation valves; 2. Quick connect couplings compatible with the 		
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	<p>match weight monitor sampling kit, NSN 6695-21-800-0032; and</p> <ol style="list-style-type: none"> 3. Dust covers retained by lanyards on the quick connect couplings; e. An automatic water defence system in accordance with ATA 103; <p>Have an pumping control panel that includes all instruments necessary for the operation of the dispensing system as follows:</p> <ol style="list-style-type: none"> vii. A fuel meter as follows: <ol style="list-style-type: none"> a. Have the required accuracy and repeatability to permit the meter to be certified for trade by Measurements Canada; b. Display the fuel dispensed in liters; and c. Be clearly visible and within reach of an operator standing on the ground at the control panel; viii. A direct reading differential pressure gauge as follows: <ol style="list-style-type: none"> a. Be connected to read the differential pressure across the filter-separator; b. Have a peak pressure hold feature that is capable of being reset; and c. Have a link to the deadman control that will stop the pumping (deactivate the deadman) if the pressure is too high. This feature is to have a keyed override; ix. A fuelling pressure gauge as follows: <ol style="list-style-type: none"> a. Be graduated in kPa and PSI; 		
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	<p>b. Be liquid filled or include other provisions to dampen oscillation; and</p> <p>c. Have a permanent marking on the gauge to indicate maximum safe pressure;</p> <p>Pumping controls as follows:</p> <p>x. A throttling valve installed between the meter and the hose reel to control the fuelling flow rate as follows:</p> <ol style="list-style-type: none"> a. Manually controlled, graduated, locking lever type; and b. Readily accessible to the operator; <p>xi. A deadman control to initiate or terminate fuelling operations as follows:</p> <ol style="list-style-type: none"> a. Designed to require user actuation when ready to proceed and be deactivated at all other times; b. Operate in accordance with ATA 103; c. Have a cable of at least 30.5 meters (100ft) in length; and d. Have a spring-retracting reel; <p>xii. An emergency shut-off as follows:</p> <ol style="list-style-type: none"> a. When activated, immediately shut off the engine and cease pumping; b. Be painted red for highly visibility; and c. Have large black letters identifying the action to be taken in case of an emergency (" Push in Case of Emergency, Pousser en cas d'urgence"). 	
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7	2.2.4	<p>Grounding cable as follows: xiii. Meet the requirements of NFPA 407; and xiv. Include a spring-retracting reel and a grip clamp.</p> <p><u>Fuel Bladders</u> Each Fuel Bladder must:</p> <p>(a) Be suitable for storage of Jet A-1 fuel containing Fuel System Icing Inhibitor within the environmental conditions specified. The provision of different bladders to meet the high and low temperatures and harsh conditions is acceptable; (b) Meet the requirements of SOR/2008-197 12 June 2008 and CSA B837; (c) Include a secondary containment system (if required by SOR/2008-197 12 June 2008); (d) Have a nominal capacity (each) of 5000 Liters (1124 Imperial Gallons); (e) Have a footprint of no more than 6.1 m x 6.1 m (20 ft x 20 ft); (f) Permit liquid-tight interconnection between bladders; (g) Have liquid-tight fill/emptying ports; (h) Have a visual overfill protection; (i) Have a grounding hard point; (j) Permit venting and atmospheric sampling of the interior of the bladders for purposes of decommissioning; (k) Have a shelf life when stored in the manufacturer's specified conditions of not less than ten (10) years; (l) Permit shipment of new (unused) bladders as general cargo; and (m) Be pressure and leak tested with no visible signs of leakage prior to delivery that does not contaminate the bladder with fuel.</p>	<p>The Bidder must provide:</p> <p>(1) A technical description of the fuel bladder that confirms it will meet all of the requirements specified and includes all of the components specified; AND (2) Certification of the fuel bladder for storage of Jet A-1 fuel in accordance with the requirements of CCME Environmental Code of Practice for Aboveground and Underground Storage Systems Containing Petroleum and Allied Petroleum Products;</p>	
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8	2.2.5	<p><u>Miscellaneous Fittings</u> The PFDS must:</p> <p>(a) Include all additional hoses, adaptors and fittings to conduct aviation refueling and fuel transfer; Include a fuel spill kit suitable for the size of the system, such as the AF Pollution Abatement Systems Inc. AF16, as follows:</p> <ul style="list-style-type: none"> i. Housed in a readily accessible weatherproof storage container within the shipping container; and ii. Be labeled “Spill Kit, Trousse de déversement” in grey or silver on a black or red background; <p>Include a fire blanket as follows:</p> <ul style="list-style-type: none"> iii. Be a three-ply consisting of two layers of woven glass fabric with an inner layer of fire-retardant material; iv. Be nominal 122 cm x 183 cm (48 in x 72 in); v. Be located in a red painted weatherproof storage canister that; <ul style="list-style-type: none"> a. Has a self-latching door that does not interfere with removal of the blanket; and b. Is labeled “Fire Blanket, Couverture Anti-Feu” in red on a white background; <p>Include quantity two (2) fire extinguishers, rated for Class A and Class B fires, as follows’:</p> <ul style="list-style-type: none"> vi. Be no more than 10 kg (22 lbs) in weight; and vii. Be mounted within the shipping container in readily accessible locations; <p>(n) Include a maintenance kit that includes all tools and spare parts (filter, etc.) for daily operation and maintenance of the PFDS.</p>	<p>The Bidder must provide Proof of Compliance that the PFDS will be designed to meet all of the requirements specified and will include the miscellaneous fittings specified.</p>
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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.

STATEMENT OF WORK FOR IN-SERVICE SUPPORT OF THE PORTABLE FUEL DISTRIBUTION SYSTEM

1.0 INTRODUCTION

1.1 Purpose

The purpose of this statement of work is to define the scope and requirements that apply to the provision of In-Service Support for the portable fuel distribution systems for the Department of National Defence (DND).

1.2 Applicable Documents

The following documents form part of this statement of work to the extent specified herein, and are supportive of this statement of work when referenced; any other documents are to be considered supplemental information only. In the event of a conflict between the documents and the contents of this statement of work, then the contents of this statement of work must take precedence.

- SOR/2008-197 12 June 2008 Storage Tank Systems for Petroleum Products and Allied Petroleum Products Regulations

1.3 Acronyms

DND	Department of National Defense
ISS	In-Service Support
NATO	North Atlantic Treaties Organization
NCAGE	NATO Commercial and Government Entity

2.0 DELIVERABLES

The Contractor must provide In-Service Support in accordance with Section 3.0 for a period of three (3) years.

3.0 IN-SERVICE SUPPORT (ISS)

The ISS requirements for the Portable Fuel Distribution System include repair (non-warranty) and Engineering Support as detailed in the following sections.

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3.1.1 Repair

The Contractor must provide Additional Work Request (AWR) non-warranty repair services for the Portable Fuel Distribution Systems and components. All work is to be authorized in writing in advance by the Contract Authority/Procurement Authority in accordance with the repair procedure detailed below. All AWR repairs performed by the Contractor must be warranted for a minimum of ninety (90) days, and must not affect in any way the initial warranty if still in effect.

3.1.1.1 Repair Procedure

All Portable Fuel Distribution System components returned to the Contractor for repair must have a Return Material Authorization (RMA) number assigned by the Contractor prior to the item being shipped from the unit. The Contractor must perform OEM level repair on the Portable Fuel Distribution System to equal or better than original performance parameters. The following procedure is to be followed:

- (a) Prior to acknowledging receipt, the Contractor must:
 - i. Verify that the articles received correspond with the packing slip that accompanies the shipment and promptly report any losses or discrepancies to the PA; and
 - ii. Items incorrectly received are to be promptly reported to the PA and segregated pending receipt of disposition instructions;

- (b) Upon confirmation of receipt of DND equipment serviceable under the contract, the Contractor must:
 - i. Open a work order;
 - ii. Carry out a physical check to ensure that the item is complete and is in accordance with the accompanying delivery documents;
 - iii. Notify the PA of receipt of the equipment;
 - iv. Action any warranty repairs;
 - v. Determine the extent of the work required, prepare a cost estimate and submit it to the PA for approval. If approved, the PA will issue a Task Authorization on a DND 626 to complete the repair (no work is to commence until the DND 626 is received authorizing the repair); and
 - vi. Complete the repair and return the Portable Fuel Distribution System component to DND.

3.1.1.2 Time-Expiring Parts

During repairs, any parts with time expiry dates within four months of the date that the equipment is to be returned to DND must be replaced as follows:

- (a) If the Portable Fuel Distribution System is undergoing warranty repair, the Contractor must send a request, in writing, to the PA for authorization to change the necessary time-expiring part(s);
- (b) If the Portable Fuel Distribution System is undergoing AWR repair, the Contractor must include the replacement of the time-expiring parts on the cost estimate; and
- (c) The Contractor must return items that are in Serviceable Condition to DND.

3.1.1.3 Contractor Supplied Parts

The Contractor must be responsible to provide the repair parts required for warranty and AWR repairs, including the location of sources for the required parts. The Contractor is not required to maintain a spares inventory specifically for DND; however, the Contractor must maintain a spares supply chain that is compatible with the targeted turn-around time (TAT). The targeted TAT is thirty (30) calendar days after receipt of the delivery order (warranty repair) or PA approval (AWR repair). Where this target

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cannot be met, the Contractor must immediately notify the PA of the delay and of any extenuating circumstances that would cause significant impediment to timely completion of the repair. In the event that an original part is no longer available and the Contractor determines that a replacement part will serve with respect to fit, form, function and reasonable cost, then the use of that part must be approved by the PA in advance of the repair. As a minimum, substituted parts must:

- (a) Remain fully interchangeable (fit, form and function) with articles catalogued under the same reference number, part number and of the same modification status; and
- (b) Include similar internal characteristics such as components layout in order to ensure full compatibility with test equipment, software and maintenance procedures.

3.1.2 Engineering Support

The Contractor must provide Engineering Support services for the following:

- (a) Development of Standard Operating Procedures (SOPs) that meet the requirements of SOR 2008-197 (Sections 44 and 45) to include set-up, certification/approval for use, operation and decommissioning of the Portable Fuel Distribution System;
- (b) Development of an Emergency Response plan;
- (c) Development of training and certification for operators; and
- (d) Field support during initial trial set-up, operation and decommissioning.

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Portable Fuel Distribution System

PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document is divided into seven (7) parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments include the Annex A - Pricing, Annex B - Federal Contractors Program for Employment Equity – Certification, Annex C - Statement of Work (SOW) for the Portable Fuel Distribution System (PFDS), Annex D - Performance and Technical Specification for the PFDS, Annex E - Bid Requirement and Evaluation Plan for the PFDS and Annex F - SOW for In-Service Support for the PFDS.

2. Summary

The Department of National Defence has a requirement to purchase four (4) portable fuel distribution systems (PFDS) and ancillary items such as but not limited to the operator and maintenance manuals, operator and maintenance familiarization training and the recommended spare parts list in accordance with the Statement of Work (Annex C) and the Performance and Technical Specification for the Portable Fuel Distribution System (PFDS) (Annex D) dated 2014-04-04 and as described at Annex A - Pricing.

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The requirement includes an option to purchase up to four (4) PFDS and sixteen (16) 5000L fuel bladders in accordance with the Performance and Technical Specification for the PFDS (Annex D) and ancillary items including operator and maintenance familiarization training to be exercised within twenty-four (24) months from the effective date of the contract.

Inclusively with the above requirement, the Department of National Defence has a requirement to have an in-service support in accordance with the Statement of Work for In-Service Support of the PFDS (Annex F) dated 2014-04-04 for a period of three (3) years from the effective date of the contract

3. Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement, the North American Free Trade Agreement, the Canada-Columbia Free Trade Agreement, the Canada-Peru Free Trade Agreement, the Canada-Panama Free Trade Agreement and the Agreement on Internal Trade.

4. 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.

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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 issued by Public Works and Government Services Canada (PWGSC).

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

The 2003 (2014-09-25) 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: Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation

Insert: Bids will remain open for acceptance for a period of not less than ninety (90) calendar days from the closing date of the bid solicitation

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. Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "former public servant" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

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- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the *Public Service Superannuation Act* (PSSA), R.S., 1985, c.P-36, and any increases paid pursuant to the *Supplementary Retirement Benefits Act*, R.S., 1985, c.S-24 as it affects the PSSA. It does not include pensions payable pursuant to the *Canadian Forces Superannuation Act*, R.S., 1985, c.C-17, the *Defence Services Pension Continuation Act*, 1970, c.D-3, the *Royal Canadian Mounted Police Pension Continuation Act*, 1970, c.R-10, and the *Royal Canadian Mounted Police Superannuation Act*, R.S., 1985, c.R-11, the *Members of Parliament Retiring Allowances Act*, R.S., 1985, c.M-5, and that portion of pension payable to the *Canada Pension Plan Act*, R.S., 1985, c.C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? **Yes () No ()**

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? **Yes () No ()**

If so, the Bidder must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

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4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing 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 questions 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.

5. Applicable Laws - Bid

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.

6. 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) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

7. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

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The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority (I/A) or the Procurement Authority (I/A), thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

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PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: 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 should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and 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.

Section I: Technical Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria under the same headings. To avoid duplication, bidders may refer to different sections of their

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bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

1. Substitutes and Alternatives

1. Substitutes and alternatives that are equivalent in form, fit, function, quality 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. Substitutes and alternatives offered as equivalent in form, fit, function quality 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.

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

Section II: Financial Bid

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 7 and Annex A - Pricing. The total amount of applicable taxes must be shown separately.

Bidders should complete Annex A and submit it with their bid.

1. SACC Manual Clauses

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1.1 Exchange Rate Fluctuation Risk Mitigation

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450, for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

Section III: Certifications

1. Certifications

Bidders must submit the certifications required under Part 5.

Section IV: Additional Information

1. Additional Information

Canada requests that bidders submit the following information:

1.1 Delivery

1.1.1 Firm Quantity

While delivery of the portable fuel distribution system is requested within 120 days, the best delivery that could be offered is as follows:

Item 001 – four (4) portable fuel distribution systems and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

1.1.2 Optional Quantity

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The best delivery that could be offered is as follows:

Item 002 - If an option is exercised, up to four (4) portable fuel distribution and ancillary items will be delivered within _____ weeks/calendar days.

Item 003 - If an option is exercised, up to sixteen (16) 5000L fuel bladders will be delivered within _____ weeks/calendar days.

1.2 Supplier Contacts

Name and telephone number of the person responsible for:

General enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

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PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

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.

1.1. Technical Evaluation

Bids must be completed in full and provide all technical information requested in the bid solicitation to enable a full and complete evaluation.

1.1.1 Mandatory Technical Evaluation Criteria

Bids must meet all Mandatory Requirements as detailed in Annex E – Bid Requirement and Evaluation Plan for the Portable Fuel Distribution System

1.1.2 Substitutes and/or Alternatives

Bidders proposing substitutes and/or alternatives must provide with their bid, all the information as detailed in Part 3, Section 1, - Substitutes and Alternatives to be considered for evaluation.

1.2. Mandatory Financial Evaluation Criteria

1.2.1. Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex A - Pricing for items 001, 002, 003, 004 and 005

1.2.2 The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for item 001 the firm quantity and FCA Free Carrier at Contractor's Canadian facility or the Contractor's Canadian Distribution Point, Incoterms 2000 for items 002 and 003 (optional quantity) and 004 (optional familiarization training), Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra. For item 005, firm markup price and hourly rate must be in Canadian dollars, FCA Free Carrier, at Contractor's Facility, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, Applicable Taxes extra.

1.2.3 Aggregate Evaluated Price

The evaluated aggregate price of the bid will be determined by the sum of all evaluated prices

Item 001 – quantity 4 x unit price of PFDS firm quantity

Item 002 – quantity 4 x unit price of PFDS optional quantity. Since the optional quantities are to be exercised within twenty-four (24) months, calculation will be as follows:

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- a) The sum of the firm lot prices for the optional quantity, for each period of twelve (12) months, will be divided by two (2) to obtain the average price;
- b) The average price will be multiplied by the their identified estimated quantities to obtain the evaluated price of the optional quantity

Item 003 – quantity 16 x unit price of the 5000L fuel bladders optional quantity. Since the optional quantities are to be exercised within twenty-four (24) months, calculation will be as follows:

- a) The sum of the firm lot prices for the optional quantity, for each period of twelve (12) months, will be divided by two (2) to obtain the average price;
- b) The average price will be multiplied by the their identified estimated quantities to obtain the evaluated price of the optional quantity

item 004 – quantity 4 x unit price for the familiarization training optional. Since the optional quantities are to be exercised within twenty-four (24) months, calculation will be as follows:

- a) The sum of the firm lot prices for the optional quantity, for each period of twelve (12) months, will be divided by two (2) to obtain the average price;
- b) The average price will be multiplied by the their identified estimated quantities to obtain the evaluated price of the optional quantity

item 005 – The hourly rate and the firm markup percentage of the laid down cost for the three (3) year period will be averaged and multiplied by 300 and 9,000 respectively and added to obtain the evaluated price of the in-service support.

2. Basis of Selection

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

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PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and associated information to be awarded a contract.

The certifications provided by bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default in carrying out any of its obligations under the Contract, 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.

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 may render the bid non-responsive or constitute a default under the Contract.

1. Certifications Required Precedent to Contract Award

1.1 Integrity Provisions – Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

1.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development Canada (ESDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification, for each member of the Joint Venture.

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2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications 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 comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

2.1 Product Conformance

The Bidder certifies that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of the purchase description(s).

This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

Bidder's authorized representative signature

Date

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Financial Capability

SACC Reference	Title	Date
A9033T	Financial Capability	2012-07-16

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PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Requirement - Contract

The Contractor must deliver four (4) portable fuel distribution systems (PFDS) and ancillary items including operator and maintenance familiarization training in accordance with the Statement of Work and the Performance and Technical Specification for the Portable Fuel Distribution System (PFDS) dated 2014-04-04 and as described at Annex A - Pricing.

The requirement includes an option to purchase up to four (4) PFDS and sixteen (16) 5000L fuel bladders in accordance with the Performance and Technical Specification for the PFDS and ancillary items including operator and maintenance familiarization training to be exercised within twenty-four (24) months from the effective date of the contract.

Inclusively with the above requirement, the Department of National Defence has a requirement to have an in-service support in accordance with the Statement of Work for In-Service Support of the PFDS dated 2014-04-04 for a period of three (3) years from the effective date of the contract and as described at Annex A - Pricing.

1.1 Technical Changes, Substitutes and Alternatives

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 or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the substitute or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

1.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described herein 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.

The option may be exercised at the discretion of Canada in whole or in part or in more than one occasion, up to the maximum quantity identified herein.

The Contracting Authority may exercise the option within twenty-four (24) months after contract award by sending a written notice to the Contractor.

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The Contractor must advise the Technical Authority and Contracting Authority of any design updates that could affect the procurement of additional vehicles/equipment.

1.3 Work Authorization for Additional Work Request (AWR)

Authorization for Work described as in-service support must be in accordance with Annex F - Statement of Work for In-Service Support for the PFDS.

1.3.1 Task Authorization

1.3.1.1 Work will be performed under the Contract on an "as and when requested basis".

1.3.1.2 With respect to the Work mentioned under paragraph 1.3.1.1 of this clause,

- a) an obligation will come into force only when the Contractor receives a Task Authorization, inclusive of any revisions, authorized and issued in accordance with this clause, and only to the extent designated in the authorized;
- b) the Task Authorization Authority and limit will be determined in accordance with paragraph 1.3.1.3 of this clause;
- c) the Contractor must not commence work until a Task Authorization, inclusive of any revisions, has been authorized and issued in accordance with the Contract. The Contractor acknowledges that work performed before a Task Authorization, inclusive of any revisions, has been authorized and issued in accordance with the Contract will be done at the Contractor's own risk and expense;
- d) the task description, inclusive of any revisions, included in an authorized Task Authorization must fall within the scope of the Statement of Work, in Annex A and Annex B; and
- e) the Task Authorization, inclusive of any revisions, will be authorized under the Contract through the use of DND 626, Task Authorization Form. An authorized Task Authorization is a completed Annex D signed by the Task Authorization Authority.

1.3.1.3 Task Authorization Authority and Limit

The Procurement Authority may authorize individual Task Authorizations inclusive of any revisions up to a limit of \$25,000.00, Applicable Taxes extra.

Any Task Authorization where the total value of which would exceed that limit or any revision to a previously authorized Task Authorization that would increase the Task Authorization total value above that limit must be authorized by the Contracting Authority before issuance to the Contractor.

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1.3.1.4 Administration of the Task Authorization Process - Department of National Defence

The administration of the Task Authorization process will be carried out by CANSOFCOM. This process includes: monitoring, controlling and reporting on expenditures of the Contract to the Contracting Authority.

1.3.1.5 Task Authorization Process

1.3.1.5.1 For each task or revision of a previously authorized task, the Procurement Authority will provide the Contractor with a request to perform a task containing as a minimum:

1. the task or revised task description of the Work required, including:
 - i. the details of the activities or revised activities to be performed;
 - ii. a description of the deliverables or revised deliverables to be submitted; and
 - iii. a schedule or revised schedule indicating completion dates for the major activities or submission dates for the deliverables, or both, as applicable;
2. the Contract security requirements applicable to the task or revised task;
3. the Contract basis (bases) of payment applicable to the task or revised task; and
4. the Contract method(s) of payment applicable to the task or revised task.

1.3.1.5.2 Within **ten (10)** calendar days of its receipt of the request, the Contractor must provide the Procurement Authority with a signed and dated response containing as a minimum:

1. the total estimated cost proposed for performing the task or, as applicable, revised task;
2. a breakdown of that cost in accordance with Annex C - Pricing.

1.3.1.6 Task Authorization

1.3.1.6.1 The Procurement Authority will authorize the Task Authorization (DND 626) based on:

1. the request submitted to the Contractor pursuant to paragraph 1.3.1.5.1 above;
2. the Contractor's response received, submitted pursuant to paragraph 1.3.1.5.2 above; and
3. the agreed total estimated cost for performing the task or, as applicable, revised task.

1.3.1.6.2 The authorized Task Authorization (DND 626) will be issued to the Contractor by email (as an email attachment in PDF format) by the Procurement Authority.

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1.3.1.7 Task Pricing

Pricing for each task must be established as follows:

1.3.1.7.1 Firm Price

Where a firm price has been established, the Contractor must complete the work in accordance with the specified firm price. The firm price represents the total amount payable under the Task Authorization.

1.3.1.7.2 Not to exceed

A not to exceed is normally established when a requirement is not well defined or is of high risk and it is not practical to utilize a firm price or a ceiling price. A limitation of expenditure represents the amount up to which the Contractor will be paid. The Contractor must not perform any work or services which would cause the total liability of Canada to exceed the authorized amount unless an increase is authorized by Canada.

1.3.1.7.3 Ceiling Price

Where a ceiling price has been established, the Contractor must complete the work and the ceiling price represents the maximum amount payable under the Task Authorization. The ceiling price is subject to downward adjustment based on the actual cost reasonably incurred in the performance of the work.

1.3.1.8 Periodic Usage Reports - Contracts with Task Authorizations

The Contractor must compile and maintain records on its provision of services to the federal government under authorized Task Authorizations issued under the Contract.

The Contractor must provide this data in accordance with the reporting requirements detailed below. If some data is not available, the reason must be indicated. If services are not provided during a given period, the Contractor must still provide a "nil" report.

The data must be submitted on a quarterly basis to the Contracting Authority and Procurement Authority.

The quarterly periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31; and
- 4th quarter: January 1 to March 31.

The data must be submitted to the Contracting Authority and Procurement Authority no later than fifteen (15) calendar days after the end of the reporting period.

Reporting Requirement - Details

A detailed and current record of all authorized tasks must be kept for each contract with a task authorization process. This record must contain:

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For each authorized task:

- i. the authorized task number or task revision number(s);
- ii. a title or a brief description of each authorized task;
- iii. the total estimated cost specified in the authorized Task Authorization of each task, exclusive of Applicable Taxes;
- iv. the total amount, exclusive of Applicable Taxes, expended to date against each authorized task;
- v. the start and completion date for each authorized task; and
- vi. the active status of each authorized task, as applicable.

For all authorized tasks:

- i. the amount (exclusive of Applicable Taxes) specified in the contract (as last amended, as applicable) as Canada's total liability to the contractor for all authorized Task Authorizations; and
- ii. the total amount, exclusive of Applicable Taxes, expended to date against all authorized Task Authorizations.

2. 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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2010A (2014-09-25), General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

Delete subsection 2 in its entirety and replace 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

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(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), Canada 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.”

All other provisions of the warranty section remain in effect.

2010C (2014-09-25), General Conditions - Medium Complexity - Services, apply to and form part of the Contract.

3. Term of Contract

3.1 Delivery Date

Delivery of the vehicle/equipment must be made as follows:

Firm Quantity

Item 001 – four (4) portable fuel distribution systems and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days from the effective date of the contract.

Optional Quantity

Item 002 - If the option is exercised, up to four (4) portable fuel distribution systems and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days after an option is exercised.

Item 003 - If the option is exercised, up to sixteen (16) 5000L fuel bladders and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days after an option is exercised.

4. Authorities

4.1 Contracting Authority

The Contracting Authority for the Contract is:

Alain Bertrand
Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
LEFTD - HS Division
Place du Portage, Phase III, 7B1
Gatineau, Quebec K1A 0S5
Telephone: 819-956-4025

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Facsimile: 819-956-5227

E-mail address: alain.bertrand@pwgsc.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.

4.2 Procurement Authority

The Procurement Authority for the contract is:

To be inserted by PWGSC

DLP _____

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

Telephone: _____

Facsimile: _____

E-mail address: _____

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.

4.3 Technical Authority

The Technical Authority for the Contract is:

To be inserted by PWGSC

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

Telephone: _____

Facsimile: _____

E-mail address: _____

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

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of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

4.4 Contractor's Representative

General enquiries

Name: To be inserted by PWGSC

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up

Name: To be inserted by PWGSC

Telephone No. _____

Facsimile No. _____

E-mail address: _____

5. Payment

5.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price(s) specified in Annex "A" - Pricing, and as follows:

5.1.1 Basis of Payment (BOP) Type 1

Firm lot prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

5.1.2 Basis of Payment (BOP) Type 2

Firm lot 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, and applicable Taxes are extra.

5.1.3 Basis of Payment (BOP) Type 3

Firm hourly rate 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, and applicable Taxes are extra.

5.1.4 Basis of Payment (BOP) Type 4

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, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive

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(<http://www.njc-cnm.gc.ca/directive/index.php?sid=90&hl=1&lang=eng>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

All travel and living expenses incurred in the performance of the work outside Canada will be the Contractor's responsibility.

When requested by Canada, the Contractor must provide an estimated cost and relevant information for the travel and living.

5.2 SACC Manual Clauses

SACC Reference	Title	Date
C6000C	Limitation of Price	2011-05-16
H1000C	Single Payment	2008-05-12

5.3 Exchange Rate Fluctuation Adjustment

1. The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:
Adjustment = FCC x Qty x ($i_1 - i_0$) / i_0

where formula variables correspond to:

FCC

Foreign Currency Component (per unit)

i_0

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

i_1

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty

quantity of units

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4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450, Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (i.e. $[i_1 - i_0] / i_0$).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

6. Invoicing

6.1 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.
3. The Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no taxes payable as they were claimed and payable under the previous invoice for the vehicle/equipment/service.
4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.
5. Each invoice must be supported by:
 - (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
 6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
7. Invoices must be distributed as follows:

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- (a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.
- (b) One (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (c) One (1) copy must be forwarded to the consignee.

7. Certifications

7.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing associated information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the associated information, or if 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.

7.2 Federal Contractors Program for Employment Equity - Default by the Contractor

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "FCP Limited Eligibility to Bid" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

8. Applicable Laws - Contract

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

9. 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) the 2010A (2014-09-25) General Conditions - Medium Complexity – Goods and 2010C (2014-09-25), General Conditions - Medium Complexity - Service;
- (c) Annex A - Pricing;
- (d) Annex C - Statement of Work (SOW) for the Portable Fuel Distribution System (PFDS), Annex D - Performance and Technical Specification for the PFDS, Annex E - Bid Requirement and Evaluation Plan for the PFDS and Annex F - SOW for In-Service Support for the PFDS dated 2014-04-04.
- (e) Annex B - Federal Contractors program for employment equity - Certification

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(f) The Contractor's bid dated (to be inserted by PWGSC) _____, as amended (to be inserted by PWGSC) _____.

10. SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Vehicle Safety	2011-05-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2011-05-16
D5510C	Quality Assurance Authority - (DND) - Canadian Based Contractor	2014-06-26
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	2010-08-16
D5604C	Release Document (DND) - Foreign Based Contractor	2008-12-12
D5605C	Release Documents (DND) - United States-based Contractor	2010-01-11
D5606C	Release Documents (DND) - Canadian-based Contractor	2012-07-16
G1005C	Insurance	2008-05-12

11. Inspection and Acceptance

The Technical Authority or his representative 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 its representative. Should any report, document, good or service not be in accordance with the requirements of the Statement of Works 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.

12. Preparation for Delivery

The Contractor shall use the best commercial practice for this type of commodity.

13. Shipping Instructions - Delivery at Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (in accordance with Annex A - Pricing) as specified below. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

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2. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in Annex A - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

14. Release Documents - Distribution

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

One (1) copy mailed to consignee marked: "Attention: Receipts Officer";

Two (2) copies with shipment (in a waterproof envelope) to the consignee;

One (1) copy to the Contracting Authority;

One (1) copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention: _____

One (1) copy to the Quality Assurance Representative;

One (1) copy to the Contractor; and

For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca.

15. Post-Contract Award Meeting

Within ten (10) calendar days from the effective date of the 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 Technical Authority after contract award to review technical and contractual requirements. The Contractor shall be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at the Department of National Defence facility or via teleconference, at Canada's discretion at no

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additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

16. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority (I/A) or the Procurement Authority (I/A), thereby reducing printed material.

The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

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ANNEX A - PRICING

Item 001 – Portable Fuel Distribution System (Firm Quantity)

The Contractor must deliver four (4) portable fuel distribution systems and ancillary items such as but not limited to operator and maintenance manuals, operator and maintainer familiarization training the Manufacturer's Recommended Spare Parts List in accordance with the attached Annex C - Statement of Work for the Portable Fuel Distribution System, dated 2014-04-04 and Annex D – Performance and Technical Specification for the Portable Fuel Distribution System dated 2014-04-04

The portable fuel distribution systems and ancillary items must be delivered to:

427 SQN – CFB
CC127 735 Passchendale
Petawawa, ON
K8H 3X3

The contact person at destination is: (to be inserted by PWGSC).

Firm lot price of \$_____ per equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 7, Basis of Payment Type 1.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

Item 002 – Portable Fuel Distribution System (Optional Quantity)

If this option is exercised, the Contractor must deliver up to four (4) portable fuel distribution systems and ancillary items such as but not limited to operator and maintenance manuals and the Manufacturer's Recommended Spare Parts List excluding familiarization training, in accordance with the attached Annex C - Statement of Work for the Portable Fuel Distribution System, dated 2014-04-04 and Annex D – Performance and Technical Specification for the Portable Fuel Distribution System dated 2014-04-04

1st Year - First 12 months period from date of contract award

Firm lot price of \$_____ per equipment and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 2.

2nd year - Second 12 months period from date of contract award

Firm lot price of \$_____ per equipment and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 2.

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Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

Item 003 – 5000L Fuel Bladders (Optional Quantity)

If this option is exercised, the Contractor must deliver up to sixteen (16) 5000L fuel bladders and ancillary items in accordance with the attached Annex C - Statement of Work for the Portable Fuel Distribution System, dated 2014-04-04 and Annex D – Performance and Technical Specification for the Portable Fuel Distribution System dated 2014-04-04

1st Year - First 12 months period from date of contract award

Firm lot price of \$_____ per equipment and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 2.

2nd year - Second 12 months period from date of contract award

Firm lot price of \$_____ per equipment and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 2.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

Item 004 – Operator and Maintainer familiarization training (Optional Quantity)

If this option is exercised, the Contractor must deliver up to four (4) familiarization training in accordance with the attached Annex C - Statement of Work for the Portable Fuel Distribution System dated 2014-04-04.

1st Year - First 12 months period from date of contract award

Firm lot price of \$_____ familiarization training and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 2.

2nd year - Second 12 months period from date of contract award

Firm lot price of \$_____ familiarization training and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 2.

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Item 005 – In-Support Service

The Contractor must deliver in-support service in accordance with the attached Annex F - Statement of Work for In-Service of the Portable Fuel Distribution System, dated 2014-04-04 System dated 2014-04-04

1st Year - First 12 months period from date of contract award

Firm hourly rate \$_____ at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 3.

Laid down cost plus firm mark up ____% at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 2.

2nd year - Second 12 months period from date of contract award

Firm hourly rate \$_____ at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 3.

Laid down cost plus firm mark up ____% at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 2.

3rd year - Third 12 months period from date of contract award

Firm hourly rate \$_____ at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 3.

Laid down cost plus firm mark up ____% at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 2.

Item 006 - Travel and Living Expenses – National Joint Council Directive, for Familiarization Instruction/Training (Option)

The Contractor must deliver the familiarization instruction/training to:

(to be inserted by PWGSC if an option is exercised)

Estimated Cost: \$(to be inserted by PWGSC if an option is exercised) in accordance with Part 7, Basis of Payment Type 4.

(Item 006 will not be included in the financial evaluation)

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ANNEX B

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY -
CERTIFICATION

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

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

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

Complete both A and B.

A. Check only one of the following:

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

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.

B. Check only one of the following:

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B1. The Bidder is not a Joint Venture.

OR

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