



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

**Bid Receiving - PWGSC / Réception des  
soumissions - TPSGC**  
**11 Laurier St. / 11, rue Laurier**  
**Place du Portage, Phase III**  
**Core 0B2 / Noyau 0B2**  
**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**

**Vendor/Firm Name and Address**

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

**Issuing Office - Bureau de distribution**

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

<b>Title - Sujet</b> Wheelchair Accessible Minivan	
<b>Solicitation No. - N° de l'invitation</b> W0002-160003/A	<b>Date</b> 2016-12-06
<b>Client Reference No. - N° de référence du client</b> W0002-160003	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HP-916-72030	
<b>File No. - N° de dossier</b> hp916.W0002-160003	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2017-01-17</b>	<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Paravan, Tony	<b>Buyer Id - Id de l'acheteur</b> hp916
<b>Telephone No. - N° de téléphone</b> (873) 469-3319 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b>  Specified Herein Précisé dans les présentes	

**Instructions: See Herein**

**Instructions: Voir aux présentes**

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



Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	TRANSPORTATION SECTION HGR 14 UPLANDS SITE 250 CONVAIR PVT OTTAWA, ON K1V 2N7	I - 1	SYLVAIN LECLERC HGR 14 UPLANDS SITE 250 CONVAIR PVT OTTAWA, ON K1V 2N7



Item Article	Description	Dest. Code Dest.	Inv. Code Fact.	Qty Qté	U. of I. U. de D.	Destination	Unit Price/Prix unitaire FOB/FAM	Plant/Usine	Delivery Req. Livraison Req.	Del. Offered Liv. offerte
1	Wheelchair Accessible Minivan • In accordance with DND Annex B Purchase Description - Wheelchair Accessible Minivan, and Appendix 1- Technical Information Questionnaire, both dated 16 July 2016.	D-1	I-1	2	Each	\$	XXXXXXXXXXXX		See Herein	

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### **Attachments:**

Annex "A" Pricing;  
Annex "B" Purchase Description for Wheelchair Accessible Minivan, dated 16 July 2016;  
Appendix "1" Technical Information Questionnaire - Wheelchair Accessible Minivan, dated 16 July 2016.

## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

Canada is seeking proposals to procure:

- 1.1.1 Quantity 2, Wheelchair Accessible Minivan and ancillary items as described in Annex “A” Pricing and in accordance with Annex “B” Purchase Description for Wheelchair Accessible Minivan dated 16 July 2016 and Appendix “1” Technical Information Questionnaire - Wheelchair Accessible Minivan, dated 16 July 2016.

### **1.2. Debriefings**

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.

### **1.3. Trade Agreements**

The requirement is subject to the provisions of the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (2016-04-04) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

**Delete:** sixty (60) days

**Insert:** ninety (90) days

### **2.2 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.

### **2.3 Enquiries - Bid Solicitation**

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

## **2.4 Applicable Laws**

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.

## **2.5 Improvement of Requirement During Solicitation Period**

Should bidders consider that the specifications, Statement of Work or Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

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

### **3.1 Bid Preparation Instructions**

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

Section I: Technical Bid (2 hard copies);

Section II: Financial Bid (1 hard copy);

Section III: Certifications (2 hard copies);

Section IV: Additional Information (2 hard copies)

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 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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Bidder should complete and submit with their bid the following:

Appendix "1" Technical Information Questionnaire - Wheelchair Accessible Minivan, dated 16 July 2016.

### 3.2 Substitute and Alternatives

Bidders may propose substitutes and alternatives where **"or equivalent"** is indicated in the technical requirement description (Purchase Description/Statement of Requirement/Statement of Work). Offerors / suppliers are encouraged to offer or suggest green solutions whenever possible.

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

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

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



- (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the 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.

### Section II: Financial Bid

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 6 and Annex "A" Pricing.

### **3.3 SACC Manual Clauses**

#### **3.3.1 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**

Bidders must submit the certifications required under Part 5 - Certifications.

#### **Section IV Additional Information**

Canada requests that bidders submit the following information:

### **3.4 Delivery**

#### **3.4.1 Firm Quantity**

While delivery of the vehicles is requested by 17 March 2017, the best delivery that can be offered is as follows:

Item 001 - Qty 2, Wheelchair Accessible Minivan and related items will be delivered within \_\_\_\_\_ calendar days from the effective date of the contract.

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

### **4.1. Evaluation Procedures**

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

#### **4.1.1 Mandatory Technical Evaluation Criteria**

##### **4.1.1.1 Mandatory Proof of Compliance**

Bidders must submit, with their bid, all proof of compliance required in the Annex "B" Purchase Description and Appendix "1" Technical Information Questionnaire - Wheelchair Accessible Minivan, both dated 16 July 2016.

##### **4.1.1.2 Substitutes and/or Alternatives**

Bidders proposing substitutes and/or alternatives must submit, with their bid all the information requested as detailed in Part 3, section 2 - Substitutes and Alternatives to be considered for evaluation.

#### **4.1.2 Mandatory Financial Evaluation Criteria**

**4.1.2.1** Bidders must provide, with their bid, the financial information requested in the bid solicitation and at Annex "A" Pricing.

**4.1.2.2** The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000. Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

##### **4.1.2.3 Aggregate Evaluated Price**

Bids will be evaluated on an aggregate price basis. The firm unit price for each destination will be multiplied by the quantity for that destination.

### **4.2. 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.

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

#### **5.2.2 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 available at the bottom of

the page of the [Employment and Social Development Canada \(ESDC\) - Labour's](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969) website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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

### 5.2.3 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.

#### 5.2.3.1 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

#### 5.2.3.2 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

**Or**

B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

<b>Green Practices within the Bidders' organization</b>	<b>Insert a checkmark for each criterion that is met</b>
Promotes a paperless environment through directives, procedures and/or programs	
All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

\_\_\_\_\_  
Bidders' Authorized Representative Signature

\_\_\_\_\_  
Date

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

### **6.1. Requirement**

6.1.1 The Contractor must deliver Quantity 2, Wheelchair Accessible Minivan and ancillary items as described in Annex “A” Pricing and in accordance with Annex “B” Purchase Description for Wheelchair Accessible Minivan and Appendix “1” Technical Information Questionnaire - Wheelchair Accessible Minivan, both dated 16 July 2016.

### **6.2. 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 [Standard Acquisition Clauses and Conditions Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### **6.2.1 General Conditions**

2010A (2016-04-04) General Conditions - Goods (Medium Complexity), apply to and form part of the contract.

6.2.1.1 Section 09 of general conditions 2010A is amended by replacing the period of twelve (12) months by twenty-four (24) months.

All other provisions of the warranty section remain in effect.

### **6.3. Term of Contract**

#### **6.3.1 Delivery of Vehicles**

##### **6.3.1.1 Firm Quantity**

Delivery date of the vehicles must be made as follows:

Item 001 - Qty 2, Wheelchair Accessible Minivan and ancillary items must be delivered on or before \_\_\_\_\_ (Date to be inserted by PWGSC the Contracting Authority at time of contract award.)

### **6.4. Authorities**

#### **6.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

---

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Organization: Public Works and Government Services Canada - Acquisitions Branch  
LEFT Directorate, HP Division,  
7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec,  
K1A 0S5  
Telephone: 873 469-\_\_\_\_\_  
Facsimile: 819 953-2953  
E-mail: \_\_\_\_\_@pwgsc-tpsgc.gc.ca

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

#### 6.4.2 Procurement Authority

The Procurement Authority for the Contract is:

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

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

#### 6.4.3 Technical Authority: (If applicable)

The Technical Authority for the Contract is:

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

Title: \_\_\_\_\_  
Organization: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail: \_\_\_\_\_

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

#### 6.4.4 Contractor's Representative

Name and telephone number of the person responsible for:

##### General enquiries

Name: \_\_\_\_\_ (To be completed by the bidder.)  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail: \_\_\_\_\_

##### Delivery follow-up

Name: \_\_\_\_\_ (To be completed by the bidder.)  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
Facsimile: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_  
E-mail: \_\_\_\_\_

#### 6.4.5 After Sales Service

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

##### Item 001

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Distance between the delivery location and the dealer and/or agent: \_\_\_\_\_ km

## 6.5. Payment

### 6.5.1 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:

#### 6.5.1.1 Basis of Payment (BOP) Type 1

Firm unit 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.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

### 6.5.2 SACC Manual Clauses

C6000C	Limitation of price	2011-05-06
H1001C	Multiple Payments	2008-05-12

### 6.5.3 Exchange Rate Fluctuation Adjustment (if applicable)

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 =  $FCC \times Qty \times (i_1 - i_0) / i_0$   
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

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.

## 6.6 Invoicing Instructions

6.6.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Offerors /suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

6.6.2 Invoices must be distributed as follows:

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

for certification and payment:

Sylvain Leclerc  
Hgr 14 Uplands Site  
250 Convair Pvt  
Ottawa, Ontario  
K1V 2N7

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

### **6.6.3 Holdback**

A ten percent (10%) holdback will apply on the total price of each vehicle. on any due payment of the said vehicle/equipment. Release of the holdback (10%) is conditional upon receipt and certified acceptance by inspection authority of the said vehicle and all ancillary items as identified in Annex "A" Pricing.

Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Taxes payable as it was claimed and payable under the previous invoice.

- (a) The original and one (1) copy of the invoice for the holdback must be forwarded to the Procurement Authority identified under the section entitled "Authorities" of the Contract.
- (b) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

## **6.7. Certifications**

### **6.7.1 Compliance**

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

## **6.8 Applicable Laws**

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

## 6.9 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) 2010A (2016-04-04) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" Pricing;
- (d) Annex "B" Purchase Description for Wheelchair Accessible Minivan, dated 16 July 2016;
- (e) Appendix "1" Technical Information Questionnaire Wheelchair Accessible Minivan, dated 16 July 2016;
- (f) the Contractor's bid dated \_\_\_\_\_.

## 6.10 SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Vehicle Safety	2011-05-16
A9062C	Canadian Forces Site Regulations	2011-05-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2014-11-27
D3010C	Delivery of Dangerous Goods / Hazardous Products	2016-01-28
D5545C	ISO 9001:2000 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2016-01-28

## 6.11 Inspection and Acceptance

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

## 6.12 Preparation for Delivery

The vehicle / equipment must be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to inspection authority personnel at the final delivery location.

The fuel tanks must be at least half full prior to release of the vehicle(s) to inspection authority.

### **6.13 Shipping Instructions - Delivery at Destination**

- 6.13.1 The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (as detailed at Annex "A" Pricing). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.
- 6.13.2 The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the contacts specified in Annex "A" Pricing. The consignee may refuse shipments when prior arrangements have not been made.

### **6.14 Post-Contract Award Meeting/Pre-Production 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 additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

### **6.15 Progress Reports**

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

Each progress report must address the following questions:

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

## **6.16 Tools and Loose Equipment**

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

## **6.17 Material**

Material supplied must be new unused and of current production by manufacturer. (2016 model-year or newer).

## **6.18 Design Changes**

The "Design Change, Design Deviation and Waiver Procedure" as defined in National Defence Standard D-02-006-008/SG-0001 must apply.

## **6.19 Interchangeability**

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

## **6.20 Packaging**

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

## **6.21 Vehicle Recall Notices**

All vehicle recall notices must be forwarded to:

Sylvain Leclerc  
Hgr 14 Uplands Site  
250 Convair Pvt  
Ottawa, Ontario  
K1V 2N7

## ANNEX "A" PRICING

### Item 001 Wheelchair Accessible Minivan (Firm Quantity)

The Contractor must deliver the vehicle/equipment including the sample manuals, CD of all approved manuals, data summary, photographs, warranty letter(s), preventative maintenance replacement parts kit list, and training package in accordance with the attached Annex "B" Purchase Description for Wheelchair Accessible Minivan, dated 16 July 2016.

The Wheelchair Accessible Minivan and ancillary items must be delivered to:

Transportation Section  
Hgr 14 Uplands Site  
250 Convair Pvt  
Ottawa, Ontario  
K1V 2N7

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

Date of delivery: \_\_\_\_\_ (Date to be inserted by PWGSC at time of contract award.)

Firm unit price of \$ \_\_\_\_\_ per vehicle, including all equipment and ancillary items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.5. Basis of Payment).

Quantity: 2

Annex B  
W0002-16-0003  
16 July 2016



**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.

PURCHASE DESCRIPTION

FOR

WHEELCHAIR ACCESSIBLE MINIVAN

**OPI CFSU(O) TSO**

Issued on Authority of the Chief of the Defence Staff

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

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PURCHASE DESCRIPTION  
FOR  
WHEELCHAIR ACCESSIBLE MINIVAN

**1.0 SCOPE**

**1.1 Scope** This document describes the requirements for CFSU(O) Transportation, Hanger 14, Uplands Site, 250 Convair Pvt, Ottawa, Ontario, K1V 2N7. We require two, new, seven seat vans (minivans), each adapted to accommodate up to three wheelchairs.

**1.2 Intended Use** This vehicle will be used to transport up to three wheelchair bound as passengers or driver.

**1.3 Instructions**

1.3.1 Requirements, which are identified by the word "**must**", are mandatory. Deviations will not be permitted.

1.3.2 Requirements identified by "***must***" are mandatory. However, the Technical Authority (will consider alternative standards/means/component types for acceptance as a Technical Authority Approved Equivalent.

1.3.3 Requirements identified with a "will" define actions to be performed by the Crown and require no action/obligation on the Contractor's part.

1.3.4 Where "***must***" or "***equivalent***" are not used, the information provided is for guidance only. These desirables may be provided, however, any solution provided ***must*** satisfy mandatory requirements.

1.3.5 In this document "provided" ***must*** mean, "provided and installed".

1.3.6 Where a standard is specified and the Contractor has offered an equivalent, that equivalent standard ***must*** be provided, upon request, to the TA, through the Contracting Authority.

1.3.7 Where certification is required, the Contactor **must** provide the certification or acceptable proof of compliance, upon written request from the TA. Where verification of certification is built into the equipment by means of a plaque or other means, this requirement will be accepted as met.

#### 1.4 **Definitions**

1.4.1 "Technical Authority" (TA) is the Department Of National Defence official responsible for technical management of this requirement.

1.4.2 "Technical Authority Approved Equivalent" means a standard, means, or component type, which has been evaluated by the Technical Authority and determined to meet the specified requirements for form, fit, function and performance as specified.

## **2.0 APPLICABLE DOCUMENTS**

**2.1** The following documents form part of this Purchase Description. Effective dates **must** be those in effect upon the date of manufacture. Sources are as shown;

- a. Regulations Respecting Safety for Motor Vehicles and Motor Vehicle Components

Motor Vehicle Safety Regulation  
Minister of Justice Canada  
<http://laws-lois.justice.gc.ca>

- b. **CAN/CSA-D409-02 (R2012)**  
Standard for Motor Vehicles for the  
Transportation of Persons with Physical  
Disabilities

Standards Council Of Canada  
350 Sparks St, Suite 1200  
Ottawa, Ontario, Canada K1P6N7

- c. Canadian Motor Vehicle Safety Standards

Safety Standard for vehicles  
Transport Canada  
<http://www.tc.gc.ca/eng/motorvehiclesafety/safety-standards-vehicles.html>

### 3.0 REQUIREMENTS

#### 3.1 Standard Design The vehicle design **must**:

- a. Be one of the manufacturer's latest models, model year 2016 or newer, that has demonstrated industry acceptability by having been manufactured and sold commercially;
- b. Include all components, and accessories normally supplied for the model offered, although they may not be specifically described in this Purchase Description; and
- c. Be any color except: orange, yellow, red or green.

**3.2 Operating Conditions** The vehicles, at specified GVWR/GCWR, **must** operate safely and efficiently on paved roads, in year round conditions including snow and ice in Canada.

**3.3 Vehicle Safety Regulations** The completed vehicle **must** meet all the requirements of the Canadian Motor Vehicle Safety Standards in force at time of manufacture and **must** have the Safety Compliance Certification Label with a National Safety Mark as a seal of compliance.

**3.4 Minimum Features** All vehicles **must** have the following minimum features:

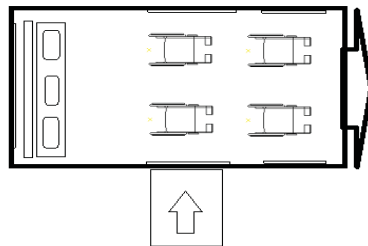
- a. 6 cyl engine, 240 hp;
- b. Air bag, driver side and front passenger;
- c. Air conditioning;
- d. Automatic speed control;

- e. Brakes, 4 wheel ABS;
- f. Block heater;
- g. License plate holders front and rear;
- h. Doors, powered locks;
- i. Fuel tank capacity, minimum 75 litres;
- j. Glass, deep tinted;
  
- k. Two power outlet 12 volt, one near the driver and one within three feet (90cm) of the second row
- l. Radio, AM/FM CD player;
- m. Rear lift gate with emergency release;
- n. Rear window defroster, wiper and washer;
- o. Driver and Front Passenger Seats, cloth, high back bucket;
- p. Spare tire, full size;
- q. Steering wheel tilt;
- r. Transmission, automatic;
- s. Windows, powered;
- t. Windshield wipers intermittent;
- u. Two second row sliding doors(one on each side);
- v. Two keyless entry remotes.

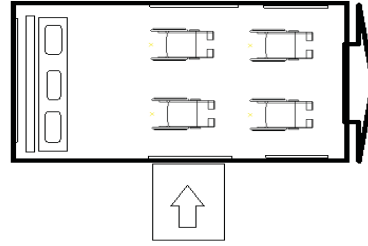
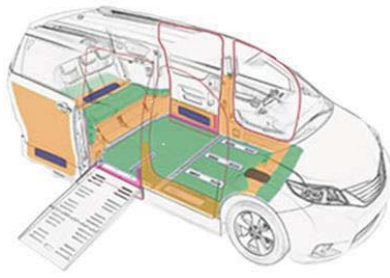
**3.5 Conversion Features** All vehicles ***must*** have the following features:

- a. Automatic, powered swing ramp from second row passenger side sliding door providing a minimum of 76Cm(30") usable width, with non-slip surface, to be stored inside with a locking device;
- b. Side ground effect with moulded running boards;
- c. Interior mounted full size spare tire with cover

- d. Kneeling suspension;
- e. Retractable floor-track for the belt securement system;
- f. Four wheelchair securement locations; One at the driver position, one at the front passenger , one allocated behind the driver and one located behind the front passenger.



- g. Three set of 4-point tie-down system that connects to the floor;
- h. Easy out driver's seat; This seat as to be easily removable to allow for a wheelchair occupant to occupy the drivers position with the wheelchair in order to drive the vehicle.
- i. Two removable seat the driver and front passenger seats:
- j. 3 passenger bench seat at the rear with folding footrest: and
- k. Seating configuration as follows. Wheelchair facing forward. The two front seats and the two second row will be able to accommodate a wheelchair. Vehicle will be delivered with only the two original/non wheelchair/replacement front seats and back passenger bench installed.



#### **4.0 INTEGRATED LOGISTICS SUPPORT**

**4.1 After Sales Service Support** The Contractor **must** have established a service support framework to perform repairs on the conversion features and installation of such, before delivery of the first vehicle in the locations stated in paragraph 1.1. Details **must** be provided to the TA before delivery of the first vehicle.

#### **4.2 Documentation and Support Items**

##### **4.2.1 Items Provided to Technical Authority.**

- a. **Data Summary** A bilingual data summary **must** be provided with data in the Technical Authority provided format; I have asked Scotty Phillips
- b. **Manuals** The following manuals **must** be provided at time of delivery of the first vehicle in paper format or digital copies that **must** be functional without the requirement for a password, an auto-run installation procedure or access via the Internet:

- (i) OEM driver's manual;
- (ii) Lift operating instructions; and
- (iii) Wheelchair loading, tie-down and safety instructions.

##### **b. Warranty Letter**

- (i) A paper copy of the completed bilingual warranty letter **must** be provided to the Technical Authority; and

- (ii) The warranty letter **must** include the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada.

c. **Photographs**

- (i) Two (2) digital pictures, one left-front three-quarter view, and one right-rear three-quarter view **must** be provided;
- (ii) It is preferred that pictures have an uncluttered background; and
- (iii) Pictures **must** have a resolution of at least eight (8) Mega pixels.

4.2.2 **Items Shipped With Each Vehicle.**

- a. **Manuals** The following manuals **must** be provided in paper format and digital copies that **must** be functional without the requirement for a password, an auto-run installation procedure or access via Internet website:

- (i) OEM driver's manual;
- (ii) Lift operating instructions; and
- (iii) Wheelchair loading, tie-down and safety instructions.

b. **Warranty Letter**

- (i) A paper copy of the completed bilingual warranty letter **must** be provided;
- (ii) The warranty letter **must** include the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada; and
- (iii) Designated warranty providers **must** honor the warranty letter.

**4.3 Training Package** The Contractor **must** provide a bilingual training package detailing the proper wheelchair loading, tie-down and safety procedures for wheel chairs using the contractor provided systems, with each vehicle. These **must** be in digital format that **must** be functional without the requirement for a password, an auto-run installation procedure or access through the Internet.

**4.4 Technical Information** The Contractor **must** provide the following information, either be in paper or electronic format, upon delivery of the first vehicle, to the Technical Authority:

- (a) A unique parts list for all non-OEM ancillary equipment detailing:
  - (i) Parts description;
  - (ii) Manufacturer;
  - (iii) Manufacturer's part number;
  - (iv) Retail source of supply; and
  - (v) Contractor part number.
- (b) Wiring diagrams for all of the ancillary equipment and any changes made to the OEM wiring harness.

## **5.0 QUALITY ASSURANCE PROVISIONS**

**5.1 Quality System Requirements** The Quality System **must** be in compliance with ISO 9001. The contractor **must** be responsible for the Quality System.

**5.2 Performance And Verification Testing** Inspections of the up fitting process by the Technical Authority may take place at any time during the modification process at the discretion of the Technical Authority.

Appendix 1  
W0002-16-0003  
16 July 2016



**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.

**TECHNICAL INFORMATION QUESTIONNAIRE**

**WHEELCHAIR ACCESSIBLE MINIVAN**

**SIDE ENTRANCE**

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**OPI CFSU(O) – TSO**

Issued on Authority of the Chief of the Defence Staff

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

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**TECHNICAL INFORMATION QUESTIONNAIRE  
FOR  
WHEELCHAIR ACCESSIBLE MINIVAN**

This questionnaire covers technical information, which **must** be provided for evaluation of the configuration(s) of the vehicle(s) offered.

Where the specification paragraphs below indicate "Proof of Compliance", the "Proof of Compliance" **must** be provided for each performance requirement/specification.

Offerors should indicate the requested information and indicate the document name/title and page number where the Proof of Compliance can be found.

Definitions for *Equivalent* and *Proof of Compliance* are found in the DEFINITIONS section at the end of this document.

**OFFEROR INFORMATION**

**Offeror Name**

**Proposed Make:** \_\_\_\_\_ **Model:** \_\_\_\_\_

**SUPPLIER CAPABILITY EVALUATION CHECK LIST**

**PURCHASE DESCRIPTION PARAGRAPHS**

**3.1 Standard Design - Proof of Compliance**

	Found in Document Name/Title	Page Number
3.1a		
3.1b		

**3.2 Operating Conditions - Proof of Compliance**

	Found in Document Name/Title	Page Number
3.2		

**3.3 Vehicle Safety Regulations - Proof of Compliance**

	Found in Document Name/Title	Page Number
3.3		

### 3.4 Minimum Features - Proof of Compliance

	Found in Document Name/Title	Page Number
3.4a		
3.4b		
3.4c		
3.4d		
3.4e		
3.4f		
3.4g		
3.4h		
3.4i		
3.4j		
3.4k		
3.4l		
3.4m		
3.4n		
3.4o		
3.4p		
3.4q		
3.4r		
3.4s		
3.4t		
3.4u		
3.4v		

**3.5 Conversion Features - Proof of Compliance**

	Found in Document Name/Title	Page Number
3.5a		
3.5b		
3.5c		
3.5d		
3.5e		
3.5f		
3.5g		
3.5h		
3.5i		
3.5j		
3.5k		

**4.1 After sale Support - Proof of Compliance**

	Found in Document Name/Title	Page Number
4.1		

## DEFINITIONS

*The following definitions apply to the interpretation of this Technical Information Questionnaire:*

- (a) "Equivalent" - A standard, means, or component type, which has been accepted by the Technical Authority as meeting the specified requirements for form, fit, function and performance.
- (b) "Proof of Compliance" is defined as an unaltered document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software. The document must provide detailed information on each performance requirement and/or specification. Where a document submitted as Proof of Compliance does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications must be provided. The certificate must detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.