

#### National Defence

National Defence Headquarters Ottawa, Ontario K1A 0K2

# REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

#### **Proposal To: National Defence Canada**

We hereby offer to sell to 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 and services listed herein and on any attached sheets at the price(s) set out therefore.

#### Proposition à : Défense nationale Canada

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

**Comments - Commentaires** 

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

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

Attention: - Attention: Joe Shepstone, DLP 5-3-4-3

Solicitation Closes - L'invitation prend fin

At - à: 2:00 PM - 14:00

On - le:

3 November, 2020

Time Zone - Fuseau Horaire:

Eastern Standard Time (EST) Heure normale de l'Est (HNE) Défense nationale

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

Title - Sujet

Aircraft Cargo Loading Trailer with Height Adjustable Deck

Remorque de chargement de cargaison d'avion avec plateforme ajustable en hauteur

Solicitation No. N° de l'invitation W8476-206290/A Date of Solicitation Date de l'invitation

23 September, 2020

Address enquiries to: - Adresser toute demande de renseignements à :

Joe Shepstone

Telephone No. - N° de telephone

E-Mail Address - Courriel

victor.shepstone@forces.gc.ca

Destination

See herein - Voir aux présentes

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

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

Delivery requested Livraison demandée

Livraison proposée

**Delivery offered** 

See herein - Voir aux présentes

Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur

Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper

Title - Titre

ou écrire en caractères d'imprimerie) :

Name - Nom

Signature Date



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

# 1.1 Requirement

- A. The Department of National Defence (DND) has a requirement to procure 3: Aircraft Cargo Loading Trailers with Height Adjustable Deck. The requested delivery date is 200 days from contract award. An option, for 4 additional Aircraft Cargo Loading Trailers with Height Adjustable Deck, is included for delivery within Canada.
- B. The requirement is detailed under the article entitled Requirement of the resulting contract clauses in Part 6.

# 1.2 Security Requirements

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

# 1.3 Debriefings

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

# 1.4 Comprehensive Land Claims Agreement

- A. This procurement is subject to the following Comprehensive Land Claims Agreement (CLCA):
  - (i) Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada (The Nunavut Agreement).

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

#### 2.1 Standard Instructions, Clauses and Conditions

- A. All instructions, clauses and conditions identified in this document and any of its attachments by number, date, and title are either:
  - (i) Set out in the <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u>
    (<a href="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</a>) issued by Public Works and Government Services Canada; or
  - (ii) Included as attachments.

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

- B. Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the clauses and conditions of the resulting contract.
- C. The <u>2003</u> (2020-05-28), Standard Instructions Goods or Services Competitive Requirements, are incorporated by reference into and form part of the bid solicitation, with the following modification(s):
  - (i) Section 02, Procurement Business Number, is deleted in its entirety;
  - (ii) Section 05, Submission of bids, subsection 4, is amended as follows:

Delete: 60 days Insert: 120 days

- (iii) Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety.
- (iv) Section 20, Further information, subsection 2, is deleted in its entirety.

#### 2.2 Submission of Bids

- A. Bids must be submitted only to the Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time, and place indicated on page 1 of the bid solicitation.
- B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.
- C. Due to the nature of the bid solicitation, bids transmitted by epost Connect will not be accepted.

### 2.3 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 15 calendar days before the bid closing date. Enquiries received after that time may not be answered.
- B. Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that the Bidder do so, so that the proprietary nature of the question(s) is eliminated and the enquiry can be answered to all Bidders. Enquiries not submitted in a form that can be distributed to all Bidders may not be answered by Canada.

### 2.4 Applicable Laws

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

# 2.5 Improvement of requirement during solicitation period

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

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

# 3.1 Bid Preparation Instructions

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

Section I: Technical Bid: 2 hard copies;

Section II: Financial Bid: 1 hard copy;

Section III: Inuit Benefits / Nunavut Benefits Bid: 1 hard copy;

Section IV: Certifications: 1 hard copy; and

Section V: Additional Information: 1 hard copy.

- B. Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.
- C. Canada requests that Bidders follow the format instructions described below in the preparation of their bid:
  - (i) Use 8.5 x 11 inch (216 mm x 279 mm) paper; and
  - (ii) Use a numbering system that corresponds to the bid solicitation.
- D. 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 <a href="Policy on Green">Policy on Green</a>
  <a href="Procurement">Procurement</a> (<a href="https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573">https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573</a>). To assist Canada in reaching its objectives, bidders should:
  - (i) 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
  - (ii) 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.
- E. Bidders must demonstrate their compliance with the attachment to Part 4 entitled Evaluation Criteria. of the bid solicitation by providing substantial information describing completely and in detail how the requirement is met or addressed. Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.

#### 3.2 Section I: Technical Bid

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

#### 3.2.1 Substitutes and Alternatives

- A. Bidders may propose substitutes and alternatives where equivalent is indicated in the Annex entitled Requirement.
- B. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance as detailed in the Annex entitled Requirement, will be considered for acceptance where the Bidder:
  - (i) Clearly identifies a substitute and/or an alternative;
  - (ii) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;

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- States that the substitute product is fully interchangeable with the item specified in the technical (iii) requirement description;
- (iv) Provides complete specifications and brochures, where applicable;
- (v) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the Annex entitled Requirement; and
- Clearly identifies those areas in the technical requirement description and in the brochures that (vi) support the substitute and/or the alternative compliance with the technical requirements.
- C. Substitutes and alternatives offered as equivalent in form, fit, function quality and performance will not be considered for acceptance by the Technical Authority if:
  - (i) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or
  - The substitute and/or the alternative fail to meet or fail to exceed the technical requirements (ii) specified in the technical requirement description.
- D. Bidders are encouraged to offer or suggest green products whenever possible.

#### 3.3 Section II: Financial Bid

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

#### 3.3.1 **Electronic Payment of Invoices - Bid**

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

#### 3.3.2 **Exchange Rate Fluctuation Risk Mitigation**

- Α. 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 (http://www.tpsgc-pwgsc.gc.ca/appacg/forms/formulaires-forms-eng.html#f2), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
- B. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
- C. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
- D. At time of bidding, the Bidder must complete columns (1) to (4) on form 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.

E. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

#### 3.4 Section III: Inuit Benefits / Nunavut Benefits - Bid

A. Bidders must submit their Inuit Benefits Plan in accordance with Attachment 2 to Part 4 - INUIT BENEFIT PLAN CRITERIA and Annex C – INFORMATION RELATED TO THE NUNAVUT AGREEMENT.

#### 3.5 Section IV: Certifications

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

#### 3.6 Section V: Additional Information

- A. In Section V of their bid, bidders should provide:
  - (i) A completed, signed, and dated Page 1 of this solicitation, or final amendment, as applicable;
  - (ii) The name of the person(s) and associated contact information (title, mailing address, phone number, and e-mail address) authorized by the Bidder to:
    - (a) Enter into communications with Canada with regards to their bid, and any contract that may result from their bid;
    - (b) Coordinate delivery and follow-up; and
    - (c) Provide after sales service, maintenance, warranty repairs, and a full range of repair parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery point and the authorized dealer and/or agent and the delivery point, which should not be more than 150 kilometres:
  - (iii) Any other information submitted in the bid not already detailed.

# 3.6.1 Delivery Date(s)

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

#### 3.6.1.1 Firm Goods and/or Services

A. Delivery of the Firm Goods and/or Services is requested on or before 200 days from date of contract. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of either a fixed date or a period of time from contract award. Failure to submit a date or time period will be taken as acceptance of delivery within the requested timeframe.

# 3.6.1.2 Optional Goods and/or Services

A. Should an option be exercised for optional quantities, delivery of the Optional Goods and/or Services is requested on or before 200 days from date of amendment. If a longer delivery period is required, the Bidder must submit the best delivery that could be offered, in the form of a period of time from date of amendment. Failure to submit a time period will be taken as acceptance of delivery within the requested timeframe.

# 3.6.2 Warranty Period

### 3.6.2.1 Manufacturer's Standard Warranty Period

A. Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the equipment and components that exceeds the minimum warranty period of 12 months or 1,000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/subassemblies will form part of the proposed contract.

# 3.6.2.2 Extended Warranty Period

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

# ATTACHMENT 1 TO PART 3 - ELECTRONIC PAYMENT INSTRUMENTS

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

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

#### 4.1 Evaluation Procedures

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

#### 4.1.1 Technical Evaluation

A. Mandatory technical evaluation criteria are included in Attachment 1 to Part 4 entitled Technical Evaluation Criteria.

### 4.1.2 Inuit Benefit Plan Evaluation Criteria

A. Inuit Benefits / Nunavut Benefits evaluation criteria are included in Attachment 2 to Part 4 entitled INUIT BENEFIT PLAN CRITERIA.

#### 4.1.3 Financial Evaluation

#### 4.1.3.1 Firm Goods and/or Services

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

# 4.1.3.2 Optional Goods and/or Services

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

# 4.2 Basis of Selection

- A. A bid must comply with the requirements of the bid solicitation and meet all mandatory technical evaluation criteria to be declared responsive. The one with the highest point total under the Inuit Benefit Plan and the total Evaluated Price will be recommended for award of a contract.
- B. The selection will be based on the highest responsive combined rating of the Inuit Benefit Plan and the total Evaluated Price. The ratio will be 35% for the Inuit Benefit Plan and 65% for the Price. The Inuit Benefit Plan will be worth a maximum of 35 points (35%), and the total Evaluated Price will be worth a maximum of 65 points (65%) for a total maximum of 100 points (100%). The Inuit Benefit Plan (35%) is made up of 5% for Nunavut Benefits criteria and 30% for Inuit Benefits criteria for a total maximum of 35 points.
- C. To establish the Inuit Benefit Plan score, the overall Inuit Benefit Plan score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 35%.
- D. To establish the pricing score, each responsive bid will be pro-rated against the lowest evaluated price and the ratio of 65%.
- E. For each responsive bid, the Inuit Benefit Plan score and the pricing score will be added to determine its combined rating.
- F. The table below illustrates an example where all 3 bids are responsive and the selection of the contractor is determined by a 35/65 ratio of Inuit Benefit Plan and price, respectively. The total available points equals 100 and the lowest evaluated price is \$45,000 (45).

Amd. No. - N° de la modif. Original

# Basis of Selection - Highest Combined Rating Inuit Benefit Plan (35%) and Price (65%)

		Bidder 1	Bidder 2	Bidder 3
Bid Evaluated Pr	ice	\$55,000.00	\$50,000.00	\$45,000.00
Inuit Benefit Plan	35% (maximum 35 points)	4 + 23 = 27	3 + 13.5 = 16.5	2 + 18 = 20
	Nunavut benefits criteria 5% (available points = 5)	4/5 x 5 = 4	3/5 x 5 = 3	2/5 x 5 = 2
Calculations	Inuit benefits criteria 30% (available points = 30)	23	13.5	18
	Pricing 65% (available points = 65)	45/55 x 65 = 53.18	45/50 x 65 = 58.50	45/45 x 65 = 65.00
Combined Score (maximum 100 p		27 + 53.18 = 80.18	16.5 + 58.50 = 75.00	20 + 65.00 = 85.00
Overall Rating		2nd	3rd	1st

# **ATTACHMENT 1 TO PART 4 - TECHNICAL EVALUATION CRITERIA**

See attached document entitled:

"Annex C Technical Evaluation Matrix: Trailer, Aircraft Cargo Loading/Unloading with Height Adjustable Deck", dated 18/07/2019

# ATTACHMENT 2 TO PART 4 - INUIT BENEFIT PLAN: Selection Methodology

#### 1. General

- A. This procurement is subject to the Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada (The Nunavut Agreement).
- B. Canada reserves the right to confirm validity of all declarations / guarantees.
- 2. Nunavut Benefits Selection Methodology
- 2.1 HEAD OFFICE:
- A. Bidders are requested to demonstrate the existence of the bidders head office, staffed administrative offices, or other staffed facilities in the Nunavut Settlement Area.
- B. Points will be assigned as follows:
  - i. Head Offices (2 pts.)
  - ii. Staffed Administrative Offices (2 pts.)
  - iii. Other Staffed Facilities (1 pts.)
- C. This criterion is worth 5% of the bid evaluation points available.
- 3. Inuit Benefits Selection Methodology
- 3.1 INUIT OWNERSHIP (of prime or sub-contractor/suppliers):
- A. Bidders are requested to demonstrate the use of prime or subcontractors/suppliers that are on the Inuit Firm Registry (IFR) in carrying out the contract.
- B. Bidders will be evaluated on their firm guarantee to use Sub-Contractors on the IFR for the procurement of supplies and equipment. Subcontractors submitted as a firm on the IFR must be in good standing on the IFR for the duration of the work subcontracted for in its entirety.
- C. Subcontractor/supplier must be the company to perform the work/provide the goods.
- D. This criterion is worth 30% of the bid evaluation points available.
- E. Points will be assigned as follows:
  - i. If the Bidder is a firm on the IFR, Method 1 calculation will be used.
  - ii. If the Bidder is a firm that is not on the IFR, Method 2 calculation will be used.

	INUIT BIDDER:
	THE FOLLOWING CALCULATION WILL BE USED IF THE BIDDER (PRIME) IS A FIRM ON THE INUIT FIRM REGISTRY (IFR).
	Total evaluated price: \$ (a)
Method 1	Value of subcontractors not on the IFR: \$ (b)
Wiction 1	Points will be assigned as follows:
	Assigned points = (1 – (c)) x available points (30)
	where (c) = Value of subcontractors not on the IFR (b) / Total evaluated price (a)

Example:

Total evaluated price: \$100,000 (a)

Value of subcontractors not on the IFR: \$ 45,000 (b)

45,000 / 100,000 = 0.45 1 - 0.45 = 0.55 $0.55 \times 30 = 16.5$  assigned points

	BIDDER NOT ON THE IFR:
	THE FOLLOWING CALCULATION WILL BE USED IF THE BIDDER IS NOT ON THE INUIT FIRM REGISTRY (IFR).
	Total evaluated price: \$ (a)
Method 2	Value of subcontractors on the IFR: \$ (b)
	Points will be assigned as follows:
	Assigned points = (c) x available points (30)
	where (c) = Value of subcontractors on the IFR (b) / Total evaluated price (a)

## Example:

Estimated value of Contract: \$100,000 (a) Value of Inuit sub-contracting: \$45,000 (b)

\$45,000 / \$100,000 = .45 .45 x 30 = 13.5 assigned points

- F. A list of specific subcontractor/suppliers must be supplied that can be confirmed to be on the IFR.
- G. Verification of Inuit businesses will be made through: the Inuit Firm Registry Database <a href="http://inuitfirm.tunngavik.com/">http://inuitfirm.tunngavik.com/</a>.

#### **ATTACHMENT 3 TO PART 4 - PRICING SCHEDULE**

#### 1. General

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

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

# 2.1 Aircraft Cargo Loading Trailer with Height Adjustable Deck

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

Item	Delivery Point	Quantity Required (A)	Firm Unit Price (B)	Sub-Total (C = A x B)
1	CFB Trenton Trenton, ON	1	\$	\$
2	CFB Trenton Trenton, ON	1	\$	\$
3	CFB Goose Bay Goose Bay, NL	1	\$	\$

Total (D = sum C)	\$

# 2.2 Operator Instruction and Training

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

Item	Delivery Point	Quantity Required	Firm Unit Price	Sub-Total
		(E)	(F)	(G = E x F)
4	CFB Trenton	1	\$	\$
	Trenton, ON			
5	CFB Goose Bay	1	\$	\$
	Goose Bay, NL			

Total (H = sum G)	\$

# 3. Optional Goods and/or Services

# 3.1 Aircraft Cargo Loading Trailer with Height Adjustable Deck

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

Item	Quantity of Optional Items (I)	Firm Unit Price (J)	Total (K = I x J)
6	4	\$	\$

# 3.2 Operator Instruction and Training

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

Item	Language	Quantity of Optional Items (L)	Firm Unit Price (M)	Sub-Total (N = L x M)
7	English	1	\$	\$
8	French	1	\$	\$
9	Bilingual	1	\$	\$

Total (O = sum N)	\$

#### 4. Total Evaluated Price

Grand Total (P = D + H + K + O)	\$

#### PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

#### 5.1 General

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

# 5.2 Certifications Required with the Bid

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

#### 5.2.1 Integrity Provisions - Declaration of Convicted Offences

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

## 5.3 Certifications Precedent to Contract Award and Additional Information

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

#### 5.3.1 Integrity Provisions - Required Documentation

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

# 5.3.2 Federal Contractors Program for Employment Equity - Bid Certification

- A. By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) Labour's website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).
- B. Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

# 5.3.3 Product Conformance

A.	The Bidder certifies that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of Annex A, Requirement. This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.
	Signature of Bidder's Authorized Representative Date
5.3.4	ISO 9001:2015 Quality Management Systems (Quality Assurance Code Q)
A.	The Bidder certifies that it complies, and will continue to comply throughout the duration of the contract, with all of the requirements of the article in Part 6 entitled ISO 9001:2015 Quality Management Systems (Quality Assurance Code Q).
	Signature of Bidder's Authorized Representative Date

# ATTACHMENT 1 to Part 5 - FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

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.
<ul> <li>( ) 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]).</li> <li>A5. The Bidder has a combined workforce in Canada of 100 or more employees; and</li> </ul>
( ) A5.1. The Bidder certifies already having a valid and current <u>Agreement to Implement Employment Equity</u> (AIEE) in place with ESDC-Labour.  OR
<ul> <li>( ) A5.2. The Bidder certifies having submitted the <u>Agreement to Implement Employment Equity</u> (LAB1168) to ESDC-Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC-Labour.</li> </ul>
B. Check only one of the following:
( ) B1. The Bidder is not a Joint Venture.
OR
( ) B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)

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

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

# 6.1 Security Requirements

A. There is no security requirement applicable to the Contract.

#### 6.2 Requirement

A. The Contractor must provide the item(s) detailed under the Requirement at Annex A and the Basis of Payment at Annex B.

#### 6.2.1 Technical Changes, Substitutes, and Alternatives

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

# 6.2.2 Optional Goods and/or Services

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

#### 6.3 Standard Clauses and Conditions

A. All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions (SACC) Manual</u> (<a href="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</a>) issued by Public Works and Government Services Canada.

#### 6.3.1 General Conditions

A. <u>2010A</u> (2020-05-28), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract, with the following modification:

- (i) Article 01, Interpretation, definition of "Canada", "Crown", "Her Majesty" or "the Government", is deleted in its entirety and replaced with the following:
  - "Canada", "Crown", "Her Majesty" or "the Government" means Her Majesty the Queen in right of Canada as represented by the Minister of National Defence and any other person duly authorized to act on behalf of that minister or, if applicable, an appropriate minister to whom the Minister of National Defence has delegated his or her powers, duties or functions and any other person duly authorized to act on behalf of that minister.
- (ii) Article 09, Warranty, subsections 1 and 2 are deleted in their entirety and replaced with the following:
  - 1. Despite inspection and acceptance of the Work by or on behalf of Canada and without restricting any provisions of the Contract or any condition, warranty or provision imposed by law, the Contractor, if requested by Canada to do so, must replace, repair or correct, at its own option and expense any work that becomes defective or fails to conform to the requirements of the Contract, where applicable. The warranty period will be [time period to be detailed in the resulting contract], or [operation period to be detailed in the resulting contract] of usage, whichever comes first, after delivery and acceptance of the Work or the length of the Contractor's or manufacturer's standard warranty period, whichever is longer.
  - 2. The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

All other provisions of the warranty section remain in effect.

#### 6.3.2 Comprehensive Land Claims Agreements (CLCAs)

A. This contract is subject to the Agreement between the Inuit of the Nunavut Settlement Area (The Nunavut Agreement) and Her Majesty the Queen in Right of Canada.

#### 6.3.3 Use and Translation of Written Material

- A. Unless provided otherwise in the Contract, copyright in any written material used, produced or delivered under the Contract belongs to its author or rightful owner. Canada has the right to use, copy and disclose, for government purposes, the written material related to the Work that is delivered to Canada.
- B. If the Contract does not require the delivery of any written material in both of Canada's official languages, Canada may translate the written material into the other official language. The Contractor acknowledges that Canada owns the rights on the translation and that Canada is under no obligation to provide the translation to the Contractor. Canada agrees that any translation must include any copyright and any proprietary right notice that was part of the original. Canada acknowledges that the Contractor is not responsible for any technical errors or other problems that may arise as a result of the translation.

#### 6.4 Term of Contract

# 6.4.1 Delivery Dates

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

### 6.4.2 Delivery Points

- A. Delivery of the requirement must be made to delivery point(s) specified at Annex B of the Contract.
- B. The Contractor must deliver the goods by appointment only. The Contractor is responsible for contacting the Contracting Authority in advance of shipping to obtain the contact information for the delivery point(s). The Contractor or its carrier must arrange delivery appointments by contacting the delivery point(s). The consignee(s) may refuse shipments when prior arrangements have not been made. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable to pay for additional costs.
- 6.5 Authorities

# 6.5.1 Contracting Authority

A. The Contracting Authority for the Contract is:

Name: Joe Shepstone Title: Procurement Officer

Position: DLP 5-3-4-3

Address: Department of National Defence Headquarters

101 Colonel By Drive Ottawa, Ontario K1A 0K2 victor.shepstone@forces.gc.ca

[Contact information to be detailed in the resulting contract]

101 Colonel By Drive

Department of National Defence Headquarters

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

#### 6.5.2 Technical Authority

Name: Title: Position:

Address:

E-mail:

A.	The Technical Authority for the Contract is:	
----	--	--

		Ottawa, Ontario K1A 0K2
	Telephone: E-mail:	
B.	carried out ur Work under t Technical Au	al Authority is the representative of the department or agency for whom the Work is being or the Contract and is responsible for all matters concerning the technical content of the he Contract. Technical matters may be discussed with the Technical Authority; however, the thority has no authority to authorize changes to the scope of the Work. Changes to the scope can only be made through a contract amendment issued by the Contracting Authority.

#### 6.5.3 Quality Assurance Authority

A.	The Quality	Assurance .	Authority	for the	Contract is:

[Contact info	ormation to be detailed in the resulting contract
Name:	
Title:	
Position:	

Solicitation No. -  $N^{\circ}$  de l'invitation W8476-206290/A

Amd. No. -  $N^{\circ}$  de la modif. Original

Buyer ID - Id de l'acheteur DLP 5-3-4-3

	Address:	Department of National Defence Headquarters 101 Colonel By Drive Ottawa, Ontario K1A 0K2			
	Telephone: E-mail:				
B.	Director Quality Assurance (DQA) is the Quality Assurance Authority of the Department of National Defence. DQA is responsible to monitor the Contractor Quality Management System to provide assurance that the Contractor has the ability to fulfill the quality requirements in the Contract.				
6.5.4	Contractor's	Representative			
	[Contact inform Name: Title: Address:	nation to be detailed in the resulting contract]			
	Telephone: E-mail:				
6.5.5	After-Sales S	ervice			
A.	The following dealer(s) and/or agent(s) is(are) authorized to provide after sales service, maintenance, and warranty repairs; and a full range of repair parts for the vehicle/equipment offered:				
(i)	CFB Trent	ton, ON			
	Name: Title: Address:				
	Telephone: E-mail:				
(ii)	CFB Goose	Bay, NL			
	Name: Title: Address:				
	Telephone: E-mail:				
6.6	Payment				

# 6.6.1.1 Firm Unit Price(s)

**Basis of Payment** 

6.6.1

A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s) as specified in Annex B. Customs duties are included and Applicable Taxes are extra.

# 6.6.1.2 Cost reimbursable - Limitation of expenditure

- A. For the Work described in the Basis of Payment at Annex B, for Travel and Living Expenses and Shipping Costs:
  - (i) The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work in accordance with the Basis of payment in Annex B, to a limitation of expenditure of \$[amount to be detailed in the resulting contract amendment]. Customs duties are included and Applicable Taxes are extra.

#### 6.6.2 Limitation of Price

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

# 6.6.3 Method of Payment

# 6.6.3.1 Multiple Payments

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

### 6.6.4 Exchange Rate Fluctuation Adjustment

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

Exchange rate adjustment = FCC x Qty x ( $i_1 - i_0$ ) /  $i_0$ 

where formula variables correspond to:

- (i) FCC = Foreign currency component (per unit);
- (ii) Qty = quantity of units;
- (iii) i<sub>0</sub>: = Initial exchange rate (CAN\$ per unit of foreign currency [for example US\$1]).
   The initial exchange rate is set as the Bank of Canada rate on the solicitation closing date. The Bank of Canada publishes its rates each business day by 16:30 Eastern Time; and
- (iv) i<sub>1</sub> = Exchange Rate for Adjustments (ERA) (CAN\$ per unit of foreign currency [for example US\$1]). The Bank of Canada publishes its rates each business day by 16:30 Eastern Time:

- (a) The ERA for goods will be the Bank of Canada rate on the date the goods were delivered;
- (b) The ERA for services will be the Bank of Canada rate on the last business day of the month for which the services were performed; and
- (c) The ERA for advance payments will be the Bank of Canada rate on the last business day prior to the payment. The last published business day rate will be used for non-business days.
- D. The Contractor must indicate the total exchange rate adjustment amounts (whether they are upward, downward or present no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form <a href="PWGSC-TPSGC 450">PWGSC-TPSGC 450</a> (<a href="http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html#f2">http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/formulaires-forms-eng.html#f2</a>), Claim for Exchange Rate Adjustments.
- E. The exchange rate adjustment will only impact the payment to be made by Canada where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (that is [ i<sub>1</sub> i<sub>0</sub> ) / i<sub>0</sub>]).
- F. Canada reserves the right to audit any revision to costs and prices under this clause.

# 6.6.5 Electronic Payment of Invoices

- A. The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):
  - (i) Direct Deposit (Domestic and International);
  - (ii) Electronic Data Interchange (EDI) (International only); and
  - (iii) Wire Transfer (International Only).

# 6.7 Invoicing

#### 6.7.1 Invoicing Instructions

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

# Email: [email to be detailed in the resulting contract]

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

#### 6.7.2 Holdback

- A. A 10% holdback will apply on any due payment of the following:
  - (i) Items 1, 2, 3, and 6 as per Annex B
- B. Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Applicable Taxes payable as it was claimed and payable under the previous invoice.
- C. Release of the 10% holdback is conditional upon receipt and certified acceptance of all Work under this Contract.
- D. Invoicing instructions for the holdback are as detailed in the clause entitled Invoicing Instructions.

#### 6.8 Certifications and Additional Information

#### 6.8.1 Compliance

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

# 6.9 Applicable Laws

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

# 6.10 Priority of Documents

- A. If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list:
  - (i) The Articles of Agreement;
  - (ii) The General Conditions 2010A (2020-05-28), General Conditions Goods (Medium Complexity);
  - (iii) Annex A, Requirement;
  - (iv) Annex B, Basis of Payment;
  - (v) the Contractor's bid dated [date to be specified in the resulting contract], as clarified on [date to be specified in the resulting contract, if required], and as amended on [date to be specified in the resulting contract, if required].

#### 6.11 Defence Contract

A. The Contract is a defence contract within the meaning of the <u>Defence Production Act</u>, R.S.C. 1985, c. D-1 (<a href="http://laws-lois.justice.gc.ca/eng/acts/d-1/">http://laws-lois.justice.gc.ca/eng/acts/d-1/</a>), and must be governed accordingly.

B. Title to the Work or to any materials, parts, work-in-process or finished work must belong to Canada free and clear of all claims, liens, attachments, charges or encumbrances. Canada is entitled, at any time, to remove, sell or dispose of the Work or any part of the Work in accordance with section 20 of the <u>Defence Production Act</u>.

# 6.12 Insurance - No Specific Requirement

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

# 6.13 Inspection and Acceptance

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

# 6.14 Post-Contract Award Meeting

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

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

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

### 6.15.1 Assistance for Government Quality Assurance (GQA)

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

- D. The Contractor must notify the QAR of non-conforming product received from a subcontractor when the product has been subject to GQA.
- E. For the design, development or maintenance of software, the Contractor must interpret the requirements of ISO 9001:2015 "Quality management systems Requirements", according to the guidelines of the latest issue (at contract date) of ISO/IEC 90003:2014 "Software engineering Guidelines for the application of ISO 9001:2008 to computer software".

One of the following options will be inserted in the resulting contract, as applicable: Option 1: When the contract is to be with a Canadian-based supplier; or

- 6.16 Quality assurance authority (Department of National Defence): Canadian-based contractor
- A. All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or it's designated Quality Assurance Representative (QAR):

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

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

Atlantic - Halifax: 902-427-7224 or 902-427-7150 Quebec - Montreal: 514-732-4401 or 514-732-4477

Quebec - Quebec City: 418-694-5996

National Capital Region - Ottawa: 819-939-8605 or 819-939-8608

Ontario - Toronto: 416-635-4404, ext. 6081 or 2754

Ontario - London: 519-964-5757

Manitoba/Saskatchewan - Winnipeg: 204-833-2500, ext. 6574

Alberta - Calgary: 403-410-2320, ext. 3830 Alberta - Edmonton: 780-973-4011, ext. 2276

British Columbia - Vancouver: 604-225-2520, ext. 2460

British Columbia - Victoria: 250-363-5662

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

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

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

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

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

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

One of the following options will be inserted in the resulting contract, as applicable: Option 1: When the contract is to be with a Canadian-based supplier; or

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

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

- 6.17 Release Documents (Department of National Defence): United States-based Contractor
- A. Material must be released for shipment using a DD Form 250, Material Inspection and Receiving Report, or a release document containing the same information and acceptable to the Quality Assurance Representative. The Contractor must prepare the release document(s).

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

- 6.17 Release Documents (Department of National Defence): Foreign-based Contractor
- A. Material must be released for shipment using a Certificate of Conformity in accordance with NATO STANAG 4107 which must be prepared by the Contractor.

#### 6.18 Release Documents - Distribution

- A. The Contractor must prepare the release documents in a current electronic format and distribute them as follows:
  - (i) 1 copy mailed to consignee marked: "Attention: Receipts Officer";
  - (ii) 2 copies with shipment (in a waterproof envelope) to the consignee:
  - (iii) 1 copy to the Contracting Authority;
  - (iv) 1 copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A OK2
Attention: [Contact information to be detailed in the resulting contract]

- (v) 1 copy to the Quality Assurance Representative;
- (vi) 1 copy to the Contractor; and
- (vii) For all non-Canadian contractors, 1 copy to:

DQA/Contract Administration National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, Ontario K1A OK2

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

#### 6.19 Material

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

# 6.20 Interchangeability

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

# 6.21 Vehicle Safety

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

#### 6.22 Recall Notices

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

# 6.23 Packaging

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

# 6.24 Preparation for Delivery

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

#### 6.25 Tools and Loose Equipment

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

# 6.26 Delivery and Unloading

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

#### 6.27 Incomplete Assemblies

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

#### 6.28 Assembly/Preparation at Delivery

A. The Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all vehicles/equipment delivered. Cost to provide this service must be included in the price of each vehicle/equipment.

#### 6.29 Work Site Access

A. Authorized representatives of Canada must have access to any site where any part of the Work is being carried out at any time during working hours to make examinations and such tests of the Work as they may think fit.

#### 6.30 Canadian Forces Site Regulations

A. The Contractor must comply with all standing orders or other regulations, instructions, and directives in force on the site where the Work is performed.

# 6.31 Marking

A. The Contractor must ensure that the manufacturer's name and part number are clearly stamped or etched on each item for positive identification purposes.

# 6.32 Dispute Resolution Services

A. The parties understand that the Procurement Ombudsman appointed pursuant to subsection 22.1 (1) of the Department of Public Works and Government Services Act will, on request of a party, provide a proposal

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for an alternative dispute resolution process to resolve any dispute arising between the parties respecting the interpretation or application of a term or condition of this contract. The parties may consent to participate in the proposed alternative dispute resolution process and to bear the cost of such process. The Office of the Procurement Ombudsman may be contacted by telephone at 1-866-734-5169 or by e-mail at boa.opo@boa.opo.gc.ca.

# **ANNEX A - REQUIREMENT**

See attached document(s) entitled:

"Purchase Description: Trailer, Aircraft Cargo Loading/Unloading With Height Adjustable Deck"

# **ANNEX B – Basis of Payment**

#### 1. General

A. All prices and costs are in Canadian Dollars, Canadian customs duties and excise taxes included, Applicable Taxes excluded.

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

# 2.1 Aircraft Cargo Loading Trailer with Height Adjustable Deck

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

Item	Delivery Point	Delivery Date	Quantity Required	Make/Model	Firm Unit Price
1	CFB Trenton Trenton, ON	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	\$[Cost to be detailed in the resulting contract]
2	CFB Trenton Trenton, ON	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	\$[Cost to be detailed in the resulting contract]
3	CFB Goose Bay Goose Bay, NL	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	\$[Cost to be detailed in the resulting contract]

## 2.2 Operator Instruction and Training

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

Item	Delivery Point	Quantity	Firm Unit Price
		Required	
4	CFB Trenton	1	\$[Cost to be detailed in the
	Trenton, ON		resulting contract]
5	CFB Goose Bay	1	\$[Cost to be detailed in the
	Goose Bay, NL		resulting contract]

# 3. Optional Goods and/or Services

# 3.1 Aircraft Cargo Loading Trailer with Height Adjustable Deck

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

Item	Delivery Date	Quantity of Optional	Make/Model	Firm Unit Price
		Items		
6	[Date to be detailed in the resulting contract]	4	To be added in the resulting contract	\$[Cost to be detailed in the resulting contract]

#### 3.2 Shipping Costs for optional goods

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

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

#### 3.3 Operator Instruction and Training

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

Item	Language	Quantity of Optional Items	Firm Unit Price
8	[English, French, or Bilingual, to be specified at the time of	4	\$[Cost to be detailed in the
	amendment]		resulting contract]

#### 3.4 Travel and Living Expenses - National Joint Council Travel Directive - Instructions and Training

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

### **ANNEX C - Information related to the Nunavut Agreement**

- A. This procurement is subject to the Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.
- B. Bidders are requested to maximize Inuit employment, subcontracting and on-the-job training opportunities, and involve Inuit businesses, in carrying out the work under this project.
- C. The Nunavut Agreement contains a provision requiring the inclusion of socio-economic bid criteria in the solicitation document, when practicable and consistent with sound procurement management principles. These socio-economic bid criteria are often referred to as Inuit Benefits Criteria, and bidders propose Inuit benefits in their bid submission via an Inuit Benefits Plan.
- D. The provisions that apply to this procurement are contained in Part 6 Bid Criteria of Article 24 Government Contracts of the Nunavut Agreement. <a href="http://nlca.tunngavik.com/">http://nlca.tunngavik.com/</a>
  - 24.6.1 Whenever practicable, and consistent with sound procurement management, and subject to Canada's international obligations, all of the following criteria, or as many as may be appropriate with respect to any particular contract, shall be included in the bid criteria established by the Government of Canada for the awarding of its government contracts in the Nunavut Settlement Area:
    - a) the existence of head offices, administrative offices or other facilities in the Nunavut Settlement Area:
    - b) the employment of Inuit labour, engagement of Inuit professional services, or use of suppliers that are Inuit or Inuit firms in carrying out the contracts; or
    - c) the undertaking of commitments, under the contract, with respect to on-the- job training or skills development for Inuit.
- E. Inuit Firm Registry (IFR):

An "IFR Firm" must be a firm, the name of which appears on the most current list of Inuit firms created in accordance with the requirements of Article 24.7.1 of the Agreement between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

An "Inuit firm" means an entity which complies with the legal requirements to carry on business in the Nunavut Settlement Area, and which is:

- a) a limited company with at least 51% of the company's voting shares beneficially owned by Inuit,
- b) a cooperative controlled by Inuit, or
- c) an Inuk sole proprietorship or partnership.

"Inuit" shall be a person whose name appears on the most current Inuit Enrolment List created in accordance with the requirements of Article 35.2.1. of the Agreement Between the Inuit of the Nunavut Settlement Area and Her Majesty the Queen in Right of Canada.

The IFR Database can be found at http://inuitfirm.tunngavik.com/

#### INFORMATION:

For more information on the contents of these lists, please contact: Nunavut Tunngavik Incorporated P.O. Box 280 Rankin Inlet, Nunavut X0C 0G0

Telephone: 867-645-3199 Facsimile: 867-645-3452 http://www.tunngavik.com

# Annex C Technical Evaluation Matrix

Title: TRAILER, AIRCRAFT CARGO LOADING/UNLOADING WITH HEIGHT ADJUSTABLE DECK

Date: 03/09/2019

# **Technical Evaluation Matrix** TRAILER, AIRCRAFT CARGO LOADING/UNLOADING WITH HEIGHT ADJUSTABLE DECK

## **Bidder Information**

Bidder Name:
Proposal Date:
Proposed Make and Model:

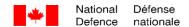
	Technical Mandatory Criteria			
PD Reference	PD Requirement	Bid Evaluation Requirement	Location in Bid Proposal	
3.1 b)	b) Industry Acceptability - The trailer design <i>must</i> have demonstrated industry acceptability by having been manufactured and sold commercially for at least 2 year, or be manufactured by a company that has at least 5 years' experience in design and manufacturing of a comparable type of equipment of equivalent or greater complexity.	The Bidder <i>must</i> provide client information for industry acceptability and/or experience as specified in the purchase description.  Client information must include: - Client name and location - Year completed - List of make(s)/model(s).		
3.3.1	Vehicle Safety Regulation  a) The trailer <i>must</i> be designed and built in accordance with the latest version of ANSI /SIA A92.7 and SAE ARP1247D.	Substantive information only required for ANSI /SIA A92.7.		
3.4.1	Performance  a) The trailer, at GVWR, <i>must</i> sustain a speed of 25 km/h (40 MPH) on a packed gravel airfield runway.	Substantive information including information on: - Speed specifically on packed gravel airfield runway		

# Technical Evaluation Matrix TRAILER, AIRCRAFT CARGO LOADING/UNLOADING WITH HEIGHT ADJUSTABLE DECK

3.4.1	Performance d) The trailer <i>must</i> have a payload capacity of at least 13 600 kg (30 000lbs).	Substantive Information	
3.4.2	Weight Ratings  c) The total load on each axle of the vehicle <i>must</i> not exceed the GAWR for that axle.	Substantive information including load calculations to demonstrate that the load on each axle does not exceed the GAWR of each axle.	
3.4.3	Dimensions  a) The trailer <i>must</i> have a minimum length that will permit the storage of three (3) cargo pallets in both biases.	Substantive Information	
3.4.3	Dimensions  b) The trailer <i>must</i> have a minimum width that will permit the loading and unloading of cargo pallets in both biases.	Substantive Information	
3.4.4	Trailer Height  a) The trailer must accommodate for a loading height of 1.93 m (6 ft 4 in.) to match the loading height of a C-17 plane loading ramp.	Substantive Information	

# Technical Evaluation Matrix TRAILER, AIRCRAFT CARGO LOADING/UNLOADING WITH HEIGHT ADJUSTABLE DECK

3.4.4	Trailer Height  b) The trailer <i>must</i> accommodate for a loading height of 0.74 m (2 ft 5 in.) to match the loading height of a C-130 plane loading ramp.	Substantive Information	
	Propos	sed Equivalents	
PD Reference	PD Requirement	Bid Evaluation Requirement	Location in Bid Proposal
Bid Evalua	ation Completed by:		
Print	t Name: Signature:		Date:
Print	t Name: Signature:		Date:
Drint	t Namo:	ı	Data



## **ANNEX B**

# PURCHASE DESCRIPTION FOR

# TRAILER, AIRCRAFT CARGO LOADING/UNLOADING WITH HEIGHT ADJUSTABLE DECK

#### NOTICE

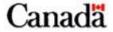


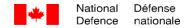
This documentation has been reviewed by the Technical Authority and does not contain controlled goods.

#### **AVIS**

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

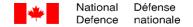
Issued on Authority of the Chief of the Defence Staff Publiée avec l'autorisation du chef d'état-major de la Défense





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#### 1 Scope

#### 1.1 Scope

 This document describes the requirements for an elevated cargo trailer designed to accommodate loading and unloading from Canadian Forces C-17 Globemaster III and C-130J Hercules aircrafts.

#### 1.2 Instructions

- a) Requirements, which are identified by the word "must", are mandatory. Deviations will not be permitted.
- b) Requirements identified with a "will" define actions to be performed by Canada and require no action/obligation on the Contractor's part.
- c) Where "*must*" or "will" are not used, the information supplied is for guidance only.
- d) In this document "provided" *must* mean "provided and installed".
- e) Where a technical certification is referred to in this specification, a copy of the certification or an acceptable substantial information *must* be supplied for the trailer when requested by the Technical Authority.
- f) Metric measurements are used to define the requirement. Other measurements are for reference only and may not be exact conversions.
- g) Nominal dimensions reflect a method by which materials or products are generally identified, but which differ from the actual measured dimensions.

#### 1.3 <u>Definitions</u>

- a) "Technical Authority" The government official responsible for technical content of this requirement.
- b) "Equivalent" Substitutes and alternatives that are equivalent in product, performance or a standard will be considered for acceptance by the Technical Authority where Proof of Compliance for equivalency for the respective requirement is provided for evaluation.
- c) "**Trailer**" The entire trailer including all systems and sub-systems, in a complete manufactured state in accordance with the requirements in this Purchase Description.
- d) "5<sup>th</sup> percentile adult female" As defined in the *Motor Vehicle Safety Regulations (C.R.C., c. 1038)* a person having as physical characteristics a mass of 46.3 kg, height of 1499 mm, erect sitting height of 785 mm, normal sitting height of 752 mm, hip sitting breadth of 325 mm, hip sitting circumference of 925 mm, waist sitting circumference of 599 mm, chest depth of 191 mm, bust circumference of 775 mm, chest upper circumference of 757 mm, chest lower circumference of 676 mm, knee height of 455 mm, popliteal height of 356 mm, elbow rest height of 180 mm, thigh clearance height of 104 mm, buttock-to-knee length of 518 mm, buttock-to-poples length of 432 mm, elbow-to-elbow breadth of 312 mm and seat breadth of 312 mm.
- e) "95<sup>th</sup> percentile adult male" As defined in the *Motor Vehicle Safety Regulations (C.R.C., c. 1038)* a person having as physical characteristics a mass of 97.5 kg, height of 1849 mm, erect sitting height of 965 mm, normal sitting height of 930 mm, hip sitting breadth of 419 mm, hip sitting circumference of 1199 mm, waist sitting circumference of 1080 mm, chest depth of 267 mm, chest circumference of 1130 mm, knee height of 594 mm, popliteal height of 490 mm,

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elbow rest height of 295 mm, thigh clearance height of 175 mm, buttock-to-knee length of 640 mm, buttock-to-poples length of 549 mm, elbow-to-elbow breadth of 506 mm and seat breadth of 404 mm.

- f) "Gross Axle Weight Rating (GAWR)" The value specified by the trailer manufacturer as the load-carrying capacity of a single axle system, as measured at the tire-ground interfaces.
- g) "Gross Vehicle Weight Rating (GVWR) The value specified by the trailer manufacturer as the loaded weight of a single trailer.
- h) **"Payload"** The maximum cargo load carrying capacity of the trailer. The payload is the calculated difference between the Curb Weight and the Gross Vehicle Weight Rating.
- i) "Pallet" The cargo pallet which will be loaded on the cargo trailer. The 463 L pallet has dimensions of 2750mm x 2240mm x 57mm [LxWxH] (108in x 88in x 2.25in) (NSN: 1670-00-820-4896).

#### 2 APPLICABLE DOCUMENTS

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

#### Canadian Occupational Health and Safety Regulations (COHSR)

Yearbook - Tire and Rim Association Inc.

CAN/CGSB 3.517 - Diesel Fuel

MIL-STD-209K - Department of Defence, Interface Standard for Lifting and Tie down Provisions

**SAE AMS-STD-595** – Colors Used in Government Procurement

SAE ARP1247E - Aircraft Ground Support Equipment - General Requirements

#### 3 REQUIREMENTS

#### 3.1 Standard Design

- a) **Latest Model -** The trailer design *must* be the manufacturer's latest model.
- b) **Industry Acceptability** The trailer design *must* have demonstrated industry acceptability by having been manufactured and sold commercially for at least 2 year, or be manufactured by a company that has at least 5 years' experience in design and manufacturing of a comparable type of equipment of equivalent or greater complexity.
- c) **Engineering Certification** Original manufacturers engineering certification *must* be provided upon request for major drive train components, and major equipment systems and assemblies, to demonstrate that assemblies are used within their design limitations.
- d) Regulations The trailer *must* conform to all applicable laws, regulations and industrial standards governing manufacture, safety, noise levels and pollution in effect in Canada at the time of manufacture. International equivalent laws, regulations, and industrial standards will be accepted only if certified for equivalency by a professional engineer.

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- e) **Published Ratings** The trailer *must* have system and component capacities equivalent to published ratings (i.e. product or component brochures).
- f) **Standard Components** The trailer *must* include all standard components, equipment and accessories for the model offered, although they may not be specifically described in this Purchase Description.
- g) **Spare Parts** The manufacturer *must* select components readily available for a minimum period of fifteen (15) years from the date of manufacture.
- h) **Measurements** Values for labels and indicators provided with equipment must be presented in metric units, or must have both imperial and metric units with metric dominant.
- i) **Foreign Object Debris (FOD)** To prevent FOD, all loose metal parts *must* be securely attached to the trailer with wire lanyards. If removable panels are provided they *must* be attached with captive fasteners.

#### 3.2 Operating Conditions

#### 3.2.1 Weather

a) The trailer *must* operate under the extremes of weather conditions found in Canada in temperatures ranging from -50 to 37° C (-58 to 99° F) and cold starting from -40° C with external aids.

#### 3.2.2 Terrain

a) The trailer *must* be operable on concrete, gravel and asphalt surfaces that include year round operations on rain, snow, hard packed snow and ice with up to 5.0% (percent) slope in all weather conditions without the use of operator installed supplementary traction aids.

#### 3.3 Safety Standards

#### 3.3.1 <u>Trailer Safety Regulations</u>

 The trailer *must* be designed and built in accordance with the latest version of ANSI /SIA A92.7 and SAE ARP1247D.

#### 3.3.2 <u>Human Factors Engineering</u>

- a) The trailer, all systems, and components *must* comply with the relevant sections of the COHSR.
- b) The trailer *must* be manufactured/assembled for safety and ease of use by CAF users with anthropometric characteristic measurements ranging from 95th percentile male to 5th percentile female.
- c) The trailer *must* have entry and exit points equipped with handles and steps sized and positioned to accommodate CAF users with anthropometric characteristic measurements ranging from 95th percentile male to 5th percentile female.
- d) The trailer *must* be equipped, with warning and instruction plates, non-slip walking surfaces and heat shields, for operator safety.

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#### 3.4 <u>Trailer Performance, Ratings and Dimensions</u>

#### 3.4.1 **Performance**

- a) The trailer, at GVWR, *must* sustain a speed of 25 km/h (15.5 MPH) on a packed gravel airfield runway.
- b) The trailer **must** have both an angle of approach and an angle of departure of at least 8 degrees.
- c) The trailer *must* permit the loading and unloading of cargo pallets while attached or unattached to the towing vehicle.
- d) The trailer *must* have a payload capacity of at least 13 600 kg (30 000lbs).

#### 3.4.2 Weight Ratings

- a) The GVWR of the trailer *must* not be less than the sum of the unloaded trailer mass, the cargo carrying capacity, and the product obtained by multiplying the number of personal required for pallet loading and unloading by 68kg.
- b) Each GAWR *must* be equal to or less than the load rating of the weakest component in the axle system.
- c) The total load on each axle of the trailer *must* not exceed the GAWR for that axle.

#### 3.4.3 **Dimensions**

- a) The trailer *must* have a minimum length that will permit the storage of three (3) cargo pallets in both biases.
- b) The trailer *must* have a minimum width that will permit the loading and unloading of cargo pallets in both biases.
- c) The overall length of the trailer *must* not exceed a maximum of 12.8 m (42 ft) during operation.
- d) The overall width of the trailer *must* not exceed a maximum of 4.3 m (14 ft) during operation.
- e) The trailer minimum ground clearance *must* be 250 mm (9.8 in).

#### 3.4.4 **Trailer Height**

- a) The trailer **must** accommodate for a loading height of 1.93 m (6 ft 4 in.) to match the loading height of a C-17 plane loading ramp.
- b) The trailer **must** accommodate for a loading height of 0.74 m (2 ft 5 in.) to match the loading height of a C-130 plane loading ramp.
- c) The trailer *must* use a self-contained hydraulic system to adjust the trailer deck height to accommodate the loading height of a C-130 and C17 plane loading ramp.
- d) The overall height of the fully raised trailer *must* not exceed a maximum of 3.75 m (12.3 ft).
- e) The trailer *must* be equipped with means to lower the trailer deck in the event systems or main power source failure situation occurs.

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#### 3.5 <u>Trailer Design</u>

a) The trailer *must* be designed with materials that are rated for use in the extreme weather conditions outlined in Section 3.2.1.

#### 3.6 Towing Ability

- a) The trailer *must* follow the towing vehicle without weaving or side sway.
- b) The trailer *must* provide horizontal articulation up to 60 degrees without interference with the towing vehicle.
- c) The trailer *must* have a steering system to ensure load security during towing.

#### 3.7 <u>Transportability</u>

#### 3.7.1 **CC130 Air Transportability**

- a) The trailer *must* be loaded into any Canadian Forces CC130 Hercules aircraft.
- b) The width *must* be reducible to a maximum of 2.794 metres (110 inches).
- c) The width measured at exterior of the tires *must* be a maximum of 2.54 metres (100 inches).
- d) The height **must** be reducible to a maximum of 2.44 metres (96 inches).
- e) The weight, when prepared for air transport with half a tank of fuel, *must* not exceed:
  - 5,896.7 kg (13,000 lbs) on each axle, where tandem axles less than 1.22 metres (48 inches) apart are rated as a single axle;
  - ii. 2,948.4 kg (6,500 lbs) on each wheel; and
  - iii. 226.8 kg (500 lbs) per inch of tire width for unshored trailers.
- f) The trailer tie down provisions *must*:
  - i. Withstand stresses imposed by loads in all directions with a minimum factor of safety of 1.5, with respect to the ultimate strength of the material;
  - ii. Accept a minimum forward load of 3 g, rearward load of 1.5 g, vertical load of 2 g and lateral load of 1.5 g (1 g = shipping weight of the equipment), loads are not imposed simultaneously:
  - iii. Be positioned to anchor the vehicle, to prevent shifting or movement during transport;
  - iv. Be permanent and integrally attached;
  - v. Be positioned to provide access for the attachment of cables or turnbuckles;
  - vi. Be clearly marked with the maximum load permitted; and
  - vii. Provide complete tie down provision locations with decals on the trailer.
- g) The trailer, in air transportable configuration, *must*:

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- i. Have an angle of approach and an angle of departure of at least 14 degrees; and
- ii. Have a ramp break over angle of at least 14 degrees.
- h) The trailer *must* be configured for air-transportability using only trailer supplied tools, by 3 trained people, in 90 minutes or less.
- i) All removed equipment *must* be stored on the trailer.

#### 3.8 Outriggers or Stabilizers

- a) If applicable, hydraulic stabilizers or outriggers *must* be provided in accordance with safety requirements in ANSI/SAIA A92.7 (or other applicable standard).
- b) If applicable, the trailer *must* be equipped with means to retract outriggers or stabilizers in the event systems or main power source failure situation occurs.

#### 3.9 Engine

- a) The engine *must* operate on ultra-low sulphur diesel fuel to the CAN/CGSB Standard 3.517.
- b) Engine manufacturer's certification *must* be available upon request.

#### 3.10 Engine Components

- a) A replaceable air filter(s) *must* be provided.
- b) A cooling system *must* be provided.
- c) A full flow replaceable oil filter *must* be installed.

#### 3.11 Hydraulic System

- a) The trailer *must* be equipped with a hydraulic system.
- b) A hydraulic oil cooler *must* be provided if required to meet the operating conditions specified in Paragraph 3.2.
- c) Hydraulic hoses *must* be grouped together and clearly identified.
- d) Clearly marked test ports *must* be provided.
- e) Hydraulic pressure test gauge with applicable fittings and hoses *must* be provided.

#### 3.12 <u>Cold Weather Starting Aids</u>

- a) A low temperature engine starting aid **must** be provided to meet the operating conditions specified in Paragraph 3.2.
- b) A thermostatically controlled in-line fuel heater *must* be provided.
- c) If required, a 110-volt engine block heater(s) *must* be provided
- d) A 110-volt battery heater(s) *must* be provided.
- e) The battery *must* be housed in an insulated battery box or blanket.

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#### 3.13 Exhaust System

- f) The engine *must* be equipped with an exhaust system shielded to prevent personnel contacting a heated surface.
- a) The exhaust system *must* prevent entry of rain.
- b) If a Selective Catalytic Reduction (SCR) System is used, there *must* be manual deactivation and activation controls for the automatic regeneration of the Diesel Particulate Filter (DPF).

#### 3.14 Braking System

- The trailer *must* be equipped with surge brakes for the conditions specified in Paragraphs 3.2 and 3.4.
- b) The trailer brakes *must* allow the trailer to back-up without any restriction.
- c) The trailer brakes *must* be suitable for a trailer of this type and size.

## 3.15 <u>Load Platform</u>

- a) The load platform **must** be equipped with unidirectional, ball, or a combination of both rollers to accommodate loading and unloading of the pallets.
- b) If unidirectional rollers are provided, they *must* be grouped together in removable trays.
- c) The roller deck *must* cover the full length of the platform.
- d) The load platform **must** be provided with a minimum of nine (9) pan fitting tie down points evenly spaced and sized to accommodate the load of the individual pallet.
- e) The pan fitting tie down points *must* be rated for cargo pallet tie down.
- f) The load platform *must* be able to be adjustable to accommodate a deck pitch ±2 degrees and roll ±2 degrees.

#### 3.16 Walkways

- a) The load platform *must* have two (2) walkways positioned on the longest sides of the trailer.
- b) The walkways *must* have rails with a minimum height of 1.07m (42 in) from the upper surface of the top of the rails to the floor.
- c) The walkways *must* have a minimum width of 0.3 m (11.8 in) from the trailer to the internal surface of the walkway rails.
- d) The walkways *must* support weight of at least 300 kg (661 lbs).
- e) The walkways *must* be folding or removable.
- f) Ground access to the walkway *must* rely on fixed steps with a maximum first step to ground distance of 610 mm (24 inch).
- g) Walking surface of the walkway *must* have safety grating to increase underfoot traction.
- h) The weight limits for each walkway *must* be marked as specified in 3.31.

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#### 3.17 Pallet locks

- a) The trailer *must* be equipped with pallet locks that will lock in pallets loaded in both biases.
- b) The pallet locks **must** be designed to fail in a manner to still allow pallet loading and securing with cargo straps.

#### 3.18 Pallet Stops

- a) The trailer **must** be provided with pallet stops located at the front and rear of the trailer that will prevent pallets from rolling off of the trailer during transport and loading.
- b) The pallet stops *must* be retractable.

#### 3.19 Wheels, Rims and Tires

- a) Tires and rims must be selected in accordance with Tire and Rim Association Yearbook.
- b) The tires *must* have tire manufacturer certification that tires and rims provided are suitable and adequately sized for this application.
- c) The wheel assembly *must* have sufficient load capacity so the trailer loaded to rated capacity and provided with all options does not exceed the manufacture's load ratings.
- d) The tires *must* be pneumatic.
- e) Tires *must* have a tread pattern for use in the operating conditions described in Paragraph 3.2.
- f) The wheels, tires and rims *must* include valve extensions for inner tires, if used, to allow for easy access.
- g) If applicable, all tires *must* be the same size, ply ratings, make and model.
- h) For each tire size provided, 2 (two) full size spare tire assemblies *must* be delivered with each trailer.
- i) The Technical Authority *must* approve the proposed spare tire mounting locations.
- j) Tire pressure *must* be marked near the tire location.

#### 3.20 <u>Hitch and Safety Chains</u>

- a) The trailer *must* be provided with a pintle lunette hitch.
- b) The lunette *must* be rated to tow the trailer at full payload capacity.
- c) The lunette *must* have an inner diameter of 76mm (3 in).
- d) The lunette **must** be of swivel type.
- e) The lunette *must* be 635 mm (25 in) from the centre to the ground.
- f) The drawbar *must* pivot to provide a minimum 304mm (12 in) of vertical adjustment for the lunette.
- g) The drawbar *must* be equipped with a jack to provide support.

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#### 3.21 Accessories

- a) The trailer *must* be provided with a rear mounted license plate holder.
- b) Four (4) wheel chocks *must* be provided with dedicated on-board storage.
- c) The trailer *must* be equipped with a rear rubber bumper specific to aircraft ground support equipment.
- d) Mud flaps *must* be provided.
- e) The trailer *must* be equipped with a weather proof storage box at least 381 mm (15") long by 254 mm (10") wide by 203 mm (8") deep, with a locking latch *must* be provided.
- f) The weather proof storage box *must* be permanently mounted in a location that will not obstruct trailer operation.

#### 3.22 Lubricants

- a) Synthetic non-proprietary lubricants *must* be provided.
- b) All lubricants and fluids provided *must* meet the operating conditions specified in Paragraph 3.2.1.

#### 3.23 Electrical System

- a) The trailer *must* be equipped with a 12-volt or 24-volt electrical system.
- b) The trailer *must* be equipped with an independent electrical system from the prime mover.
- c) Wiring *must* be protected by insulating grommets, where passing through metal.
- d) A master disconnect switch, accessible from the ground, *must* be provided.
- e) The electrical system provided *must* meet the operating conditions specified in Paragraph 3.2.
- f) Batteries *must* be mounted in an accessible, protected and ventilated location

#### 3.24 Lighting

- a) The trailer *must* be equipped with LED lights, including: marker, clearance and licence plate.
- b) Hazard flashing lights *must* be provided at the rear and front corners.
- c) Lights *must* be recessed or otherwise protected from damage with all components accessible for servicing.

#### 3.25 Controls

- a) Each control *must* be permanently marked to identify the function, in both English and French.
- b) All hydraulic controls *must* be grouped together and contained in 1 (one) control box.
- c) The hydraulic control box *must* be equipped with lights to provide adequate lighting for nighttime operations.

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- d) The hydraulic control box *must* be connected remotely by a wired remote control to distance the operator from the hydraulic system during hydraulic system operation.
- e) The hydraulic control box *must* have a minimum umbilical length of 7.62 m (25 ft).
- f) When the hydraulic system is not in use the hydraulic controls *must* be mounted on the trailer to prevent damage to the trailer, umbilical cord, and control box.
- g) The trailer **must** be equipped with a means to control the hydraulic system in the event of hydraulic control box failure.

#### 3.26 Instruments

- a) All Instruments provided *must* be metric and visible to the operator in all lighting conditions.
- b) A hydraulic pressure indicator *must* be provided.
- c) A fuel level indicator *must* be provided.
- d) An inclinometer *must* be provided for deck levelling.

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- a) All metal surfaces *must* be protected.
- b) The prime coating *must* be a high durability, corrosion resistant type, such as an epoxy.
- c) The colour **must** be Dupont Axalta 750206 E B Penn Dot Yellow or Technical Authority approved equivalent.

#### 3.28 Retroreflective Tape

a) Retroreflective tape *must* be placed along the front, rear and sides of the trailer.

#### 3.29 Corrosion Protection

- a) The trailer *must* be designed and manufactured to prevent galvanic corrosion.
- b) The materials used in the trailer manufacturing *must* resist damage or deterioration as a result of cleaning with hot or cold water, steam, or detergents.

#### 3.30 Identification

- a) The trailer identification information *must* be permanently affixed in a conspicuous and protected location.
- b) Identification information *must* include manufacturer's name, model and serial number.
- c) The trailer capacity rating *must* be marked on the drawbar.
- d) Identification information *must* include the GVWR and GAWR ratings.

#### 3.31 Warning, Markings and Instruction Plates

 All identification, instructional, and warning labels *must* be bilingual or International symbols defined in SAE J1362.

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- b) All identification, instructional, and warning labels *must* within view of the operator.
- c) All indicators and controls *must* be permanently labelled.

#### 4 INTEGRATED LOGISTIC SUPPORT

#### 4.1 <u>Trailer Manuals</u>

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

#### 4.1.1 **Operator's Manuals**

- a) The operator's manuals *must* be bilingual (English/French).
- b) The operator's manuals *must* include instructions for the safe operation of the trailer.
- c) The operator's manuals *must* include daily operator maintenance instructions/checks (including lubrication).
- d) The operator's manuals *must* include safety warnings.
- e) The operator's manuals *must* include hand signals (as necessary).
- f) The operator manuals *must* include instructions for safe trailer air transportation.

## 4.1.2 Parts Manual(s)

- a) The parts manual(s) *must* be in English (bilingual is desirable).
- b) The parts manual *must* have illustrations showing all components of the trailer including equipment and accessories from other manufacturers that are supplied to meet the requirements of the contract, with numbers for the itemization of the parts.
- c) The parts manual *must* have a listing for all itemized parts showing the Original Equipment Manufacturers (OEM) part number, the part name and a brief description of the item.
- d) The parts manual *must* cross reference the OEM part number to the correct illustration and item number.
- e) The parts manual *must* have a representation of bilingual warning signs and identification labels delivered on the equipment.

#### 4.1.3 Maintenance Manuals

- a) The maintenance manual *must* be bilingual.
- b) The maintenance manual *must* include a trouble shooting guide, showing the steps and tests required to determine the exact cause of a problem and an explanation of the steps required to correct a problem.
- c) The maintenance manual *must* include a listing of the necessary tolerances, torque levels, fluid volume, and special tools (including item part numbers).
- d) The maintenance manual *must* include information on the order of disassembly and assembly of the systems and components of the trailer.

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e) The maintenance manual *must* include special tools list as per 4.3.4.

#### 4.1.4 Manual Delivery to Technical Authority

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

#### 4.1.5 **Manual Delivery with Trailer**

- a) One (1) complete set of manuals (Operator's, Maintenance, and Parts) *must* accompany each trailer, shipped to each location.
- b) The manuals *must* be in paper and electronic format.

#### 4.1.6 **Electronic Format**

 Electronic format *must not* require installation, password and/or Internet connection to be accessed and be an unlocked PDF in a searchable format.

#### 4.1.7 **Provisional Manuals**

- a) In the event that approved manuals are not available at the time of delivery of the equipment, manuals marked "Provisional" **must** be supplied with the equipment.
- b) The contractor *must* deliver replacement approved manuals to all destinations where Provisional manuals were delivered.

#### 4.1.8 **Manual Supplements**

- a) The contractor **must** supply manual supplements (Operator's, Maintenance and Parts) to support dealer-installed equipment not covered in the Trailer Manuals.
- b) Manual supplements *must* be delivered in accordance with 4.1.4 and 4.1.5.

#### 4.1.9 Changes to Manuals

- a) During the period of the contract, changes to equipment, which affect the contents of manuals, *must* be reflected in the revision of the electronic and paper version of the manuals.
- b) Changes to the manuals *must* conform to the same format and presentation requirements as the original manuals.
- c) The revised electronic version of the manual *must* be sent to the Technical Authority by the Contractor.

#### 4.2 <u>Warranty Letter</u>

a) The warranty letter *must* include a list of all Canadian designated warranty service providers that will honour the warranty for the equipment and attachments (if applicable) procured under this contract, including the contact person and phone number at each warranty service provider.

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- b) The warranty letter *must* include additional warranty coverage of sub-systems and a copy of the warranty letter from each sub-system's Original Equipment Manufacturer (OEM).
- c) The warranty letter *must* include warranty period as negotiated in the contract.
- d) The warranty letter **must** include Contractor contact information, name and phone number, for warranty support.

#### 4.2.1 Warranty Letter Delivery

a) The Contractor **must** provide a bilingual warranty letter to the Technical Authority and with each trailer. If the Technical Authority requires the letter to be in DND format, then they will provide the Contractor a template for the DND acceptable format of the warranty letter.

#### 4.3 Other ILS Deliverables to Technical Authority

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

#### 4.3.1 **Data Summary**

a) The Contractor *must* provide a bilingual Data Summary for each make/model/configuration of trailer by completing Technical Authority's template with data and a trailer picture.

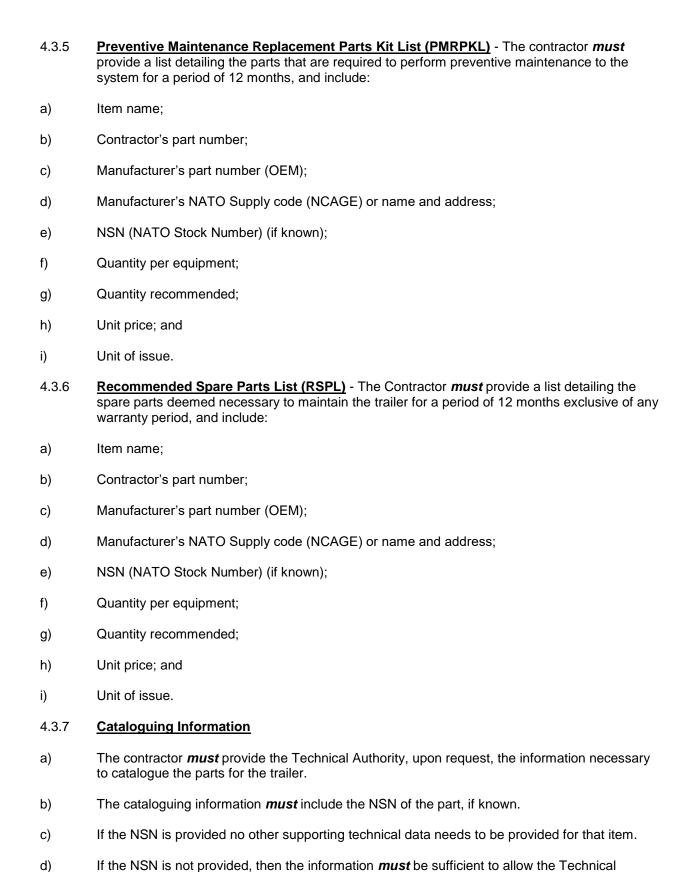
#### 4.3.2 **Photographs**

- a) The Contractor *must* provide photographs in colour, taken against a plain background, and in digital JPEG format with a minimum 10 megapixel resolution.
- b) One left front three-quarter view of a completed unit *must* be provided.
- c) One right rear three-quarter view of a completed unit *must* be provided.

#### 4.3.3 **Dimensioned Drawing**

- a) One side and front view sketch showing the dimensions *must* be provided. Brochure sketches are acceptable.
- 4.3.4 **Special Tools List** The Contractor *must* provide an itemized list of specific special tools required for the servicing and repair of the trailer and include:
- a) Item name:
- b) Contractor's part number;
- c) Manufacturer's part number (OEM);
- d) Quantity recommended per delivery location;
- e) Unit price; and
- f) Unit of issue.

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Authority to identify, classify and fully describe the part(s) to a NATO standard. This could include specifications, standards, drawings, or catalogues with brief description(s) of relevant

dimensional, material, mechanical, electrical and physical/ performance characteristics. Drawings sent to the Technical Authority will not be sent to other suppliers for production and will remain the property of the contractor.

#### 4.4 Safety Recalls and Servicing Data

a) Safety recalls, and manufacturer's technical service bulletins, or equivalent **must** be provided to the technical authority and the final delivery locations on a continuing basis, throughout the life expectancy of the trailer or for no less than 10 years.

#### 4.5 Initial Parts Kit

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

#### 4.6 <u>Familiarization Training</u>

- a) The Contractor *must* perform at least 1-day (8 hours) familiarization instruction at each destination, for a maximum of 8 personnel (at each destination).
- b) The instruction *must* include the detailed operation and normal servicing of the trailer and will be attended by CAF operators and maintainers.
- c) Familiarization instructions *must* be available in both official languages for destinations in the province of Quebec or as requested by the Technical Authority.
- d) The final dates *must* be arranged with the Technical Authority.
- e) After completion of the familiarization session, the Contractor *must* have a "PROOF OF FAMILIARIZATION INSTRUCTION" certificate signed by the consignee. The Technical Authority will supply this document in an electronic format, when requested.

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