



National Defence

National Defence Headquarters
Ottawa, Ontario
K1A 0K2

Défense nationale

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

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

Proposal To: National Defence Canada

We hereby offer to sell to 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 therefor.

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 :

By e-mail to: - Par courriel au :
DLP53BidsReceiving_DAAT53Receptiondessoumissions@forces.gc.ca

Attention: - Attention : Antony Laakso

Title - Sujet Cable Reel Trailer 7 ton – Remorque porte-tourets de 7 tonnes	
Solicitation No. N° de l'invitation W8476-216449/A	Date of Solicitation Date de l'invitation March 5, 2021 / Le 5 mars 2021
Address enquiries to: - Adresser toute demande de renseignements à : Antony Laakso	
Telephone No. - N° de telephone n/a	E-Mail Address - Courriel antony.laakso@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 See herein - Voir aux présentes	Delivery offered Livraison proposée
Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur	
Person authorized to sign on behalf of Vendor/Firm (type or print): La personne autorisée à signer au nom du fournisseur/de l'entrepreneur (taper ou écrire en caractères d'imprimerie) :	
Name - Nom	Title - Titre
Signature	Date

Solicitation Closes - L'invitation prend fin

At - à :
2:00 PM - 14:00

On - le :
April 14, 2021 – 14 avril 2021

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

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PART 1 - GENERAL INFORMATION

1.1 Requirement

- A. The Department of National Defence (DND) has a requirement to procure one (1) 7 Ton Cable Reel Trailer for delivery to CFB Kingston. The requested delivery date is 120 days after contract award. An option for one (1) additional 7 Ton Cable Reel Trailer 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 Canadian Content

- A. The requirement is subject to a preference for Canadian goods and services.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

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

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

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

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

C. The [2003](#) (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 2, paragraph d., is deleted in its entirety and replaced with the following:
 - d. send its bid only to the location specified on page 1 of the bid solicitation or to the address specified in the bid solicitation.
- (iii) Section 05, Submission of bids, subsection 4, is amended as follows:
 - Delete: 60 days
 - Insert: 120 days
- (iv) Section 06, Late bids, is deleted in its entirety;
- (v) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:
 - 07 Delayed bids
 - 1. It is the Bidder's responsibility to ensure that the Contracting Authority has received the entire submission. Misrouting or other electronic delivery issues resulting in late submission of bids will not be accepted.
- (vi) Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety.
- (vii) Section 20, Further information, subsection 2, is deleted in its entirety.

2.2 Submission of Bids

A. Bids must be submitted only to the Department of National Defence (DND) by the date, time, and place indicated on page 1 of the bid solicitation.

B. Due to the nature of the bid solicitation, bids transmitted by facsimile will not be accepted.

C. Due to the nature of the bid solicitation, bids transmitted by epost Connect will not be accepted.

2.2.1 Electronic Submissions

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

2.3 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 5 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 5 days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

- A. Canada requests that Bidders provide their bid in separate sections as follows:
- Section I: Technical Bid: 1 soft copy in PDF format by e-mail;
- Section II: Financial Bid: 1 soft copy in PDF format by e-mail;
- Section III: Certifications: 1 soft copy in PDF format by e-mail; and
- Section IV: Additional Information: 1 soft copy in PDF format by e-mail.
- B. 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 paper (or page) layout size 8.5 x 11 inch (216 mm x 279 mm); and
 - (ii) Use a numbering system that corresponds to the bid solicitation.
- D. Bidders must demonstrate their compliance with the attachment 1 to Part 4 entitled "Technical Evaluation Matrix TRAILER, CABLE REEL 7 TON dated 28 Aug 20" 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.
- B. Bidders must demonstrate their compliance with the following sections of the bid solicitation by providing substantial information describing completely and in detail how the requirements of Attachment 1 to part 4 are met or addressed.

3.2.1 Substitutes and Alternatives

- A. Bidders may propose substitutes and alternatives where equivalent is indicated in the Annex entitled Requirement.
- B. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance as detailed in the Annex entitled Requirement, will be considered for acceptance where the Bidder:
- (i) Clearly identifies a substitute and/or an alternative;
 - (ii) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
 - (iii) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
 - (iv) Provides complete specifications and brochures, where applicable;
 - (v) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the Annex entitled Requirement; and

- (vi) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.
- C. Substitutes and alternatives offered as equivalent in form, fit, function quality and performance will not be considered for acceptance by the Technical Authority if:
 - (i) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the equivalency; or
 - (ii) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.
- D. Bidders are encouraged to offer or suggest green products whenever possible.

3.3 Section II: Financial Bid

- A. Bidders must submit their financial bid in accordance with the attachment 2 to Part 4 entitled Pricing Schedule

3.3.1 Electronic Payment of Invoices - Bid

- A. If you are willing to accept payment of invoices by Electronic Payment Instruments, complete the attachment to Part 3 entitled Electronic Payment Instruments, to identify which ones are accepted.
- B. 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.

3.4 Section III: Certifications

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

3.5 Section IV: Additional Information

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

3.5.1 Delivery Date(s)

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

3.5.1.1 Firm Goods and/or Services

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

3.5.1.2 Optional Goods and/or Services

- A. Should an option be exercised for optional quantities, delivery of the Optional Goods and/or Services is requested by 120 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.

3.5.2 Warranty Period

3.5.2.1 Manufacturer's Standard Warranty Period

- A. Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the equipment and components that exceeds the minimum warranty period of 12 months or 2,000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/subassemblies will form part of the proposed contract.

3.5.2.2 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 Bidder accepts to be paid by any of the following Electronic Payment Instrument(s):

- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI); 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.
- C. The evaluation team will determine first if there are 2 or more bids with a valid Canadian Content certification. In that event, the evaluation process will be limited to the bids with the certification; otherwise, all bids will be evaluated. If some of the bids with a valid certification are declared non-responsive, or are withdrawn, and less than 2 responsive bids with a valid certification remain, the evaluation will continue among those bids with a valid certification. If all bids with a valid certification are subsequently declared non-responsive, or are withdrawn, then all the other bids received will be evaluated.

4.1.1 Technical Evaluation

- A. Mandatory technical evaluation criteria are included in Attachment 1 to Part 4 entitled "Technical Evaluation Matrix TRAILER, CABLE REEL 7 TON dated 28 Aug 20."

4.1.2 Financial Evaluation

4.1.2.1 Firm Goods and/or Services

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

4.1.2.2 Optional Goods and/or Services

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

4.2 Basis of Selection - Lowest Evaluated Price, Mandatory Technical Criteria

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

ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

See attached document entitled:

“Technical Evaluation Matrix TRAILER, CABLE REEL 7 TON dated 28 Aug 20.”

ATTACHMENT 2 TO PART 4 - PRICING SCHEDULE

1. General

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

2. Firm Goods and/or Services

2.1 7 Ton Cable Reel Trailer

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

Item	Delivery Point	Quantity Required (A)	Firm Unit Price (B)	Total (C = A x B)
1	CFB Kingston Major Equipment Section 5 Somme Ave BLDG C36 Kingston ON K7K 5H9	1	\$	\$

3. Optional Goods and/or Services

3.1 7 Ton Cable Reel Trailer

- 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)
2	1	\$	\$

3.2 Shipping Costs for Optional Goods

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

Item	Quantity of Optional Items (L)	Firm Unit Price (M)	Total (N = L x M)
3	1	\$	\$

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 (L)	Firm Unit Price (M)	Total (N = L x M)
4	English, French, or Bilingual	1	\$	\$

4. Price of the Bid

Grand Total (P = C + K + N)	\$
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PART 5 - CERTIFICATIONS AND ADDITIONAL INFORMATION

5.1 General

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

5.2 Certifications Required with the Bid

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

5.2.1 Integrity Provisions - Declaration of Convicted Offences

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

5.3 Certifications Precedent to Contract Award and Additional Information

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

5.3.1 Integrity Provisions - Required Documentation

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

5.3.2 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](https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#) 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 Canadian Content Certification

- A. This procurement is conditionally limited to Canadian goods.

Subject to the evaluation procedures contained in the bid solicitation, bidders acknowledge that only bids with a certification that the good(s) offered are Canadian goods, as defined in section 5.3.4, may be considered.

Failure to provide this certification completed with the bid will result in the good(s) offered being treated as non-Canadian goods.

5.3.4 Canadian Content Definition

- A. Canadian good: A good wholly manufactured or originating in Canada is considered a Canadian good. A product containing imported components may also be considered Canadian for the purpose of this policy when it has undergone sufficient change in Canada, in a manner that satisfies the definition specified under the North American Free Trade Agreement (NAFTA) Rules of Origin. For the purposes of this determination, the reference in the NAFTA Rules of Origin to "territory" is to be replaced with "Canada". (Consult Section 3.130 and Annex 3.6 of the Supply Manual for further information.)
- B. Canadian service: A service provided by an individual based in Canada is considered a Canadian service. Where a requirement consists of only one service, which is being provided by more than one individual, the service will be considered Canadian if a minimum of 80 percent of the total bid price for the service is provided by individuals based in Canada.
- C. Variety of goods: When requirements consist of more than one good, one of the two methods below is applied:
 - a. aggregate evaluation: no less than 80 percent of the total bid price must consist of Canadian goods; or,
 - b. item by item evaluation: in some cases, the bid evaluation may be conducted on an item-by-item basis and contracts may be awarded to more than one supplier. In these cases, suppliers will be asked to identify separately each item that meets the definition of Canadian goods.
- D. Mix of goods and services: When requirements consist of a mix of goods and services, no less than 80 percent of the total bid price must consist of Canadian goods and services (as defined above).
- E. For more information on how to determine the Canadian content for a mix of goods, a mix of services or a mix of goods and services, consult Annex 3.6, Example 2, of the Supply Manual.

5.3.5 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

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

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

Signature of Bidder's Authorized Representative Date

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirements

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

6.2 Requirement

- A. The Contractor must provide 7 Ton Cable Reel Trailer in accordance with 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 [Standard Acquisition Clauses and Conditions \(SACC\) Manual](https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

A. 2010A (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 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. The firm goods must be received on or before **120 days from date of Contract [or as specified by the bidder in its bid, if applicable]**.
- B. The optional goods must be received on or before **120 days [or as specified by the bidder in its bid, if applicable]** from exercise of the option(s).

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 Technical 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: Antony Laakso
Title: Procurement Officer
Position: DLP 5-3-4-4
Address: Department of National Defence Headquarters
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
E-mail: antony.laakso@forces.gc.ca

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

6.5.2 Technical Authority

- A. The Technical Authority for the Contract is:

[Contact information to be detailed in the resulting contract]

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

- B. The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the

Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

6.5.3 Quality Assurance Authority

A. The National Defence Quality Assurance Authority is:

[Contact information to be detailed in the resulting contract]

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

B. The DQA is the Quality Assurance Authority representative of the Department of National Defence for whom the work is being carried out under this Contract. DQA is responsible to monitor the Supplier's Quality Management System to provide confidence that the Supplier has the ability to fulfill the quality requirements in the contract. DQA Authority may be represented on-site by a designated Government of Canada, Quality Assurance Representative (QAR) who may be assigned in support of the Technical Authority.

6.5.4 Contractor's Representative

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.5.5 After Sales Service

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

[Contact information to be detailed in the resulting contract]

Name: _____
Title: _____
Address: _____

Telephone: _____
E-mail: _____

6.6 Payment

6.6.1 Basis of Payment

6.6.1.1 Firm Unit Price(s)

- A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm unit price(s), as specified in Annex B for a cost of \$[amount to be detailed in the resulting contract]. Customs duties are included and Applicable Taxes are extra.

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 Electronic Payment of Invoices

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

[List to be updated in the resulting contract]

- (i) Direct Deposit (Domestic and International);
- (ii) Electronic Data Interchange (EDI);
- (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:
- (i) The serial number(s), or a copy of the New Vehicle Information Statement (NVIS) containing the Vehicle Identification Number(s) (VIN), as applicable;
 - (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 copy of the monthly progress report;
- (vii) A description of the Work delivered; and
- (viii) A breakdown of the cost elements.

C. Invoices must be distributed as follows:

- (i) 1 copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
- (ii) For invoices not claiming any Travel and Living costs, the Contractor may provide, in lieu of a hard copy, a .pdf copy of the original invoice along with any required supporting documentation to the Contracting Authority at:

[Invoice e-mail destination address to be specified in the resulting contract]
- (iii) 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 and 2 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.

6.8.2 Canadian Content Certification

- A. The Contractor warrants that the certification of Canadian Content submitted by the Contractor is accurate and complete, and that the goods, services or both to be provided under the Contract are in accordance

with the definition contained in SACC Manual clause [A3050T \(http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3050T/active\)](http://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual/5/A/A3050T/active).

- B. The Contractor must keep proper records and documentation relating to the origin of the goods, services or both provided to Canada. The Contractor must not, without obtaining before the written consent of the Contracting Authority, dispose of any such records or documentation until the expiration of 6 years after final payment under the Contract, or until settlement of all outstanding claims and disputes under the Contract, whichever is later. All such records and documentation must at all times during the retention period be open to audit, inspection and examination by the representatives of Canada, who may make copies and take extracts. The Contractor must provide all facilities for such audits, inspections and examinations, and must furnish all such information as the representatives of Canada may from time to time require with respect to such records and documentation.
- C. Nothing in this clause must be interpreted as limiting the rights and remedies which Canada may otherwise have pursuant to 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; and
 - (v) the Contractor's bid dated **[date to be specified in the resulting contract]**, as clarified on **[date to be specified in the resulting contract, if required]**, and as amended on **[date to be specified in the resulting contract, if required]**.

6.11 Defence Contract

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

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 Procedures for Design Change or Additional Work

- A. These procedures must be followed for any design change or additional work.
- B. When Canada requests design change or additional work:
- (i) The Technical Authority will provide the Contracting Authority with a description of the design change or additional work in sufficient detail to allow the Contractor to provide the following information:
 - (a) Any impact of the design change or additional work on the requirement of the Contract;
 - (b) A price breakdown of the cost (increase or decrease) associated with the implementation of the design change or the performance of the additional work using either the form [PWGSC-TPSGC 1686 \(http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1686-eng.html\)](http://www.tpsgc-pwgsc.gc.ca/app-acq/forms/1686-eng.html), Quotation for Design Change or Additional Work, or the form [PWGSC-TPSGC 1379 \(http://publiservice-app.pwgsc.gc.ca/forms/pdf/1379.pdf\)](http://publiservice-app.pwgsc.gc.ca/forms/pdf/1379.pdf), Work Arising or New Work; and
 - (c) A schedule to implement the design change or to perform the additional work and the impact on the contract delivery schedule;
 - (ii) The Contracting Authority will then forward this information to the Contractor; and
 - (iii) The Contractor will return the completed form to the Contracting Authority for evaluation and negotiation. Once agreement has been reached, the form must be signed by all parties in the appropriate signature blocks. This constitutes the written authorization for the Contractor to proceed with the work, and the Contract will be amended accordingly.
- C. When the Contractor requests design change or additional work:
- (i) The Contractor must provide the Contracting Authority with a request for design change or additional work in sufficient detail for review by Canada;
 - (ii) The Contracting Authority will forward the request to the Technical Authority for review;
 - (iii) If Canada agrees that a design change or additional work is required, then the procedures detailed in paragraph 1 are to be followed; and
 - (iv) The Contracting Authority will inform the Contractor in writing if Canada determines that the design change or additional work is not required.

- D. The Contractor must not proceed with any design change or additional work without the written authorization of the Contracting Authority. Any work performed without the Contracting Authority's written authorization will be considered outside the scope of the Contract and no payment will be made for such work.

6.16 Quality Management Systems - Requirements (Quality Assurance Code Q)

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

6.16.1 Assistance for Government Quality Assurance (GQA)

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

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

- A. All work is subject to Government Quality Assurance performed at the Contractor's or subcontractor's facility, and at the installation site, by the Director of Quality Assurance, or its 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.

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

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

Director of Quality Assurance
National Defence Headquarters
Major-General George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca
- B. If the Contractor has not been contacted by the QAR performing GQA in the Contractor's facility or area within 45 working days of award of the Contract, the Contractor must notify the Contracting Authority.
- C. Where no official arrangements for mutual GQA have been concluded, the Department of National Defence will arrange for the GQA services to be conducted by a National Quality Assurance Authority acceptable to the Director of Quality Assurance. If the GQA services must be provided on a cost-recovery basis, the costs for the services must be accrued against the Contract and be discharged through separate invoicing.
- D. The Contractor is responsible for performing, or having performed, all inspections and tests necessary to substantiate that the material or services provided conform to the requirements of the Contract.
- E. The Contractor must provide, at no additional cost, all applicable test data, all technical data, test pieces and samples as may reasonably be required by the QAR to verify conformity to the requirements of the Contract. The Contractor must forward at its expense such technical data, test data, test pieces and samples to such location as the QAR may direct.
- F. Quality control, inspection and test records that substantiate conformity to the specified requirements, including records of corrective actions, must be retained by the Contractor for 3 years from the date of completion or termination of the Contract and must be made available to the QAR upon request.

6.19 Quality Assurance Document

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

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

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

6.20 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

6.21 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.

6.22 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.

6.23 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

6.24 Material

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

6.25 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.

6.26 Vehicle Safety

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

6.27 Recall Notices

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

6.28 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.

6.29 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.

6.30 Delivery of Dangerous Goods/Hazardous Products

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

- (a) 1 copy to be enclosed with the shipment, and
- (b) 1 copy to be mailed to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Attention: DSCO 5-4-2

- (ii) 1 copy sent in any electronic format to the following address: MSDS-FS@FORCES.GC.CA.

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

6.31 Tools and Loose Equipment

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

6.32 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.

6.33 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.

6.34 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.

6.35 Labelling

- A. The Contractor must ensure that the manufacturer's and specification numbers appear on each item, either printed on the container or on an adhesive label of highest commercial standard affixed to the container.

6.36 Dispute Resolution Services

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

ANNEX A - REQUIREMENT

See attached document entitled:

“Purchase Description for Trailer, Cable Reel 7 Ton dated September 16, 2020”.

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 7 ton Cable Reel Trailer

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

Item	Delivery Point	Delivery Date	Quantity Required	Firm Unit Price
1	CFB Kingston Major Equipment Section 5 Somme Ave BLDG C36 Kingston ON K7K 5H9	[Date to be detailed in the resulting contract]	1	[\$[Cost to be detailed in the resulting contract]

3. Optional Goods and/or Services

3.1 7 ton Cable Reel Trailer

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 Items	Firm Unit Price
2	[Date to be detailed in the resulting contract]	1	[\$[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) to the specified Delivery Point(s) without any allowance for profit and/or administrative overhead:

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

3.3 Operator Instruction and Training for Optional Goods

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

Item	Language	Quantity of Optional Items	Firm Unit Price
4	[English, French, or Bilingual, to be specified at the time of amendment]	1	[\$[Cost to be detailed in the 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 National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/d10/en>), 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 Technical Authority.
- C. All payments are subject to government audit.
- D. Estimated Cost: **\$[cost to be detailed at the time of amendment].**

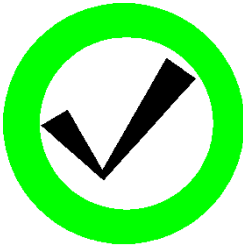


ANNEX A

PURCHASE DESCRIPTION

FOR

TRAILER, CABLE REEL 7 TON



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.

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1. SCOPE

1.1 Scope

- a) This document describes a trailer for transporting a cable reel. The minimum required trailer payload is 6 350 kg (14 000 lbs). The trailer will be towed by a line truck and used to carry cable reels with a diameter up to 3 000 mm (108 inches), in Canada.

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) In this document “provided” must mean “provided and installed”.
- d) Metric measurements are used to define the requirement. Other measurements are for reference only and may not be exact conversions.
- e) Nominal dimensions reflect a method by which materials or products are generally identified, but which differ from the actual measured dimensions.

1.3 Definitions

- a) “**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.
- b) “**Trailer**” – The entire trailer including all systems and sub-systems, in a complete manufactured state in accordance with the requirements in this Purchase Description.
- c) “**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.
- d) “**Gross Vehicle Weight Rating (GVWR)**” - The value specified by the trailer manufacturer as the loaded weight of a single trailer.
- e) “**Cable Reel**” – A round spool used to carry electrical wires. Maximum dimensions as defined by art. 3.5.3 b).

2. APPLICABLE DOCUMENTS

2.1 Applicable Documents

- a) The following documents form part of this Purchase Description. Canada will not be supplying these documents. Sources are as shown:

Canadian Occupational Health and Safety Regulations (COHSR)

CAN/CGSB Standard 3.517 - Diesel Fuel

Motor Vehicle Safety Regulations (MVSR)

Yearbook - Tire and Rim Association Inc.

SAE J560 - Primary and Auxiliary Seven Conductor Electrical Connector for Truck-Trailer Jumper Cable

3. REQUIREMENTS

3.1 Standard Design

- a) **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.
- b) **Engineering Certification** - Original manufacturers engineering certification **must** be provided upon request for major components, and major equipment systems and assemblies, to demonstrate that assemblies are used within their design limitations.
- c) **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.
- d) **Published Ratings** - The trailer **must** have system and component capacities equivalent to published ratings (i.e. product or component brochures).
- e) **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.
- f) **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.

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 -40 to 37° C (-40 to 99° F).

3.2.2 Terrain

- a) The trailer **must** operate on highways, secondary roads and gravel roads.

3.3 Safety Standards

3.3.1 Trailer Safety Regulations

- a) The trailer **must** comply with the Motor Vehicle Safety Regulations (MVSR).
- b) The completed trailer **must** have Safety Compliance Certification Label with a National Safety Mark (NSM), as a seal of compliance **or** be accompanied by a Vehicle Import Form containing proof of Inspection by the Registrar of Imported Vehicles.

3.4 Human Factors Engineering

- a) The trailer, all systems, and components **must** comply with the relevant sections of the COHSR.
- b) The trailer **must** be equipped, with warning and instruction plates, non-slip walking surfaces and heat shields, for operator safety.

3.5 Trailer Performance, Ratings and Dimensions

3.5.1 Performance

- a) The trailer, at GVWR, **must** be designed for a safe sustained towing speed of 100 km/h (62 MPH) on a level paved road, when fully loaded.
- b) The trailer **must** hydraulically load and unload reels of cable for transportation and storage.

3.5.2 Weight Ratings

- a) The total load on each axle of the trailer **must** not exceed the GAWR for that axle.
- b) Axle loads **must** comply with all the provincial weight restrictions across Canada.
- c) The trailer **must** carry a minimum reel payload of 6 350 kg (14 000 lbs).
- d) The trailer **must** have a minimum nominal bare reel pull rating of 4 536 kg (10 000 lbs).

3.5.3 Dimensions

- a) The trailer **must** have road legal dimensions across Canada.

b) The trailer **must** at a minimum accommodate cable reels with:

- i. Maximum diameter of 2 740 mm (108 in)
- ii. Maximum width of 1 320 mm (52 in).

3.6 **Towing**

- a) The trailer **must** be equipped with a 76mm (3") tow eye pintle hook.
- b) The trailer eye height **must** be adjustable between 610 mm (24 in) and 813 mm (32 in) above the ground when the tongue is parallel.
- c) Safety chains with safety hooks **must** be provided.

3.7 **Frame**

- a) The trailer **must** be equipped with a drawbar.

3.7.1 **Stabilizers System**

- a) The trailer **must** be equipped with at least two rear-mounted stabilizers to provide stable and level positioning of fully loaded trailer.

3.8 **Braking System**

- a) The prime mover is equipped with a 12-volt equipment brake controller in the cab, a 12-volt 7-way socket with ABS, and a 12-volt 7-way trailer socket, in accordance with SAE J560.
- b) The trailer **must** be equipped with electric brakes.

3.8.1 **Reel Brake**

- a) The trailer **must** be equipped with a reel brake, to control the rotational speed of the reel while paying out cable.

3.9 **Wheels, Rims and Tires**

- a) Tires **must** be tubeless steel belted radial tires with all-weather treads.
- b) Tires **must** be balanced to preclude shimmy at all speeds.

3.10 **Trailer Equipment**

- a) Lifting cradles including a minimum of six reel bar positions, retaining bars, handles, and chains on both sides **must** be provided.
- b) Two cold stainless steel spindle bars with nominal diameters of 95.3 mm (3¾") and 63.5 mm (2½"), with heavy duty bronze bushings **must** be provided.

- c) The trailer **must** be equipped with spindle bar storage provisions.
- d) The front of the trailer **must** be equipped with a landing leg.
- e) Appropriate wheel chocks with storage provisions **must** be provided.

3.11 **Accessories**

- a) Rear licence plate holder **must** be provided.
- b) Mud flaps **must** be provided.

3.12 **Hydraulic System**

- a) The trailer **must** be equipped with a hydraulic power reel-drive system, for use during cable pulling and retrieval operations, when using a cable reel.
- b) Hydraulic hoses **must** be grouped together and clearly identified.
- c) If a hydraulic test port is incorporated in this system, a test gauge must be provided.
- d) The hydraulic system **must** include:
 - i. A combined hydraulic system which includes a double action hand pump system;
 - ii. Design to ensure that the cradles lift at the same rate;
 - iii. A control to operate the left and right cradles and power reel drive;

3.13 **Electrical System**

- a) The trailer **must** be equipped with a 12-volt electrical system.
- b) Wiring **must** be protected by insulating grommets, where passing through metal.
- c) A 7-pin electrical trailer socket, in accordance with SAE J560, **must** be provided.
- d) A sealed wiring harness system, extending at least 914 mm (36") beyond the end of the tongue **must** be provided.

3.14 **Engine**

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

3.15 **Lighting**

- a) The trailer **must** be equipped with lighting system compliant with MVSR.

3.16 **Paint**

- 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 a manufacturer's standard colour.

3.17 **Corrosion Protection**

- a) The trailer **must** be designed and manufactured to prevent galvanic corrosion.

3.18 **Warning, Markings and Instruction Plates**

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

3.18.1 **Trailer identification**

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

4. INTEGRATED LOGISTIC SUPPORT

4.1 **ILS Deliverables** - The following table indicates the ILS elements that the Contractor **must** deliver, including the medium (paper or digital), the expected means of delivery and the reference paragraph.

Element	Format/ Medium	Delivered to TA for approval	Supplied with each vehicle/ equipment	Reference Paragraph
Trailer Manuals	Digital	X	X	4.2
	Paper		X	
Warranty Letter	Digital	X	X	4.3
Data Summary	Digital	X		4.4.1
Photographs	Digital	X		4.4.2

4.2 **Trailer Manuals**

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

4.2.1 **Operator's Manuals**

- a) The operator's manuals **must** be bilingual.
- 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.

4.2.2 **Parts Manual(s)**

- a) The parts manual(s) **must** be in English.
- 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.

4.2.3 **Maintenance Manuals**

- a) The maintenance manual **must** be bilingual.
- b) The maintenance manual **must** include a troubleshooting 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.

4.2.4 **Manual Delivery to Technical Authority**

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

4.2.5 **Manual Delivery with 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.

4.2.6 **Electronic Format**

- a) Electronic format **must not** require installation, password and/or Internet connection to be accessed and be an unlocked PDF in a searchable format.
- b) Approved copies of the electronic format manuals **must** be delivered on CD/DVD-ROM.

4.2.7 **Provisional Manuals**

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

4.2.8 **Manual Supplements**

- a) The contractor **must** supply manual supplements (Operator's, Maintenance and Parts) to support dealer-installed equipment not covered in the Trailer Manuals.
- b) Manual supplements **must** be delivered in accordance with 4.2.4 and 4.2.5.

4.2.9 **Changes to Manuals**

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

4.3 **Warranty Letter**

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

4.3.1 **Warranty Letter Delivery**

- a) The Contractor **must** provide a bilingual warranty letter to the Technical Authority and with each trailer.

4.4 **Other ILS Deliverables to Technical Authority**

4.4.1 **Data Summary**

- a) The Contractor **must** provide a bilingual Data Summary for the trailer by completing Technical Authority's template with data and a trailer picture.
- b) The template will be provided after contract award,

4.4.2 **Photographs**

- a) The Contractor **must** provide photographs in colour, taken against a plain background, and in digital JPEG format.

- 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.

4.5 **Safety Recalls and Servicing Data**

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

4.6 **Familiarization Training**

- a) The Contractor **must** perform at least four hours of 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 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 course **must** include:
 - i. A hands-on walkthrough of the trailers main operations;
 - ii. Available safety equipment and systems available to the operator;
- 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.

Technical Evaluation Matrix

Title:

TRAILER, CABLE REEL 7 TON

Date:

28-Aug-20

**Technical Evaluation Matrix
TRAILER, CABLE REEL 7 TON**

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)	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 <i>must</i> include: - Client name and location - Year completed - List of make(s)/model(s).	
3.5.3 b)	Dimensions The trailer <i>must</i> at a minimum accommodate cable reels with: i. Maximum diameter of 2 740 mm (108 in)) ii. Maximum width of 1 320 mm (52 in).	Bidder <i>must</i> provide drawings indicating proposed dimensions of trailer.	
3.7.1 a)	Stabilizers System The trailer <i>must</i> be equipped with at least two rear-mounted stabilizers to provide stable and level positioning of fully loaded trailer.	Substantive Information.	
3.12 a)	Hydraulic System The trailer <i>must</i> be equipped with a hydraulic power reel-drive system, for use during cable pulling and retrieval operations, when using a cable reel.	Substantive Information.	
Proposed Equivalent			
PD Reference	PD Requirement	Bid Evaluation Requirement	Location in Bid Proposal