

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 :

By e-mail to: - Par courriel au : <u>DLP53BidsReceiving.DAAT53Receptiondessou</u> <u>missions@forces.gc.ca</u>

Attention: - Attention: Genevieve Roach DLP 6-3-4-6

Solicitation Closes - L'invitation prend fin

At - à: 2:00 PM - 14:00

On - le:

June 20, 2022 - 20 juin 2022

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

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

Title - Sujet

TRAILER, VAN WITH RETRACTABLE ROLLER TRACK SYSTEM REMORQUE, FOURGON AVEC SYSTÈME DE RAILS À ROULEAUX RÉTRACTABLES

Solicitation No. N° de l'invitation W8476-236603/A

Date of Solicitation Date de l'invitation

May 20, 2022 - 20 mai 2022

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

Genevieve Roach

E-Mail Address - Courriel

Genevieve.roach@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 required
Livraison exigée
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



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Buyer ID - Id de l'acheteur

Solicitation No. - N° de l'invitation

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

# 1.1 Requirement

- A. The Department of National Defence (DND) has a requirement to procure 1 Trailer, Van with Retractable Roller Track System for delivery to CFB, Borden, Ontario. The requested delivery date is 120 days.
- 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 COVID-19 vaccination requirement

A. This requirement is subject to the COVID-19 Vaccination Policy for Supplier Personnel. Failure to complete and provide the COVID-19 Vaccination Requirement Certification as part of the bid will render the bid non-responsive.

# 1.4 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.

#### **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 3, is deleted in its entirety;
  - (iii) 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.
  - (iv) Section 05, Submission of bids, subsection 4, is amended as follows:

Delete: 60 days Insert: 120 days

- (v) Section 06, Late bids, is deleted in its entirety;
- (vi) Section 07, Delayed bids, is deleted in its entirety and replaced with the following:

07 Delayed bids

- 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.
- (vii) Section 08, Transmission by facsimile or by epost Connect, is deleted in its entirety.
- (viii) 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.

Original

### 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.

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### 2.3 Enquiries - Bid Solicitation

- A. All enquiries must be submitted in writing to the Contracting Authority no later than 10 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 10 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.

# 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;
  - (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 annex entitled Basis of Payment

### 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 1 to Part 3 entitled Electronic Payment Instruments, to identify which ones are accepted.
- B. If the attachment 1 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

A. The requirement does not offer exchange rate fluctuation risk mitigation. Requests for exchange rate fluctuation risk mitigation will not be considered. All bids including such provision will render the bid non-responsive.

### 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.

# 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.

### 3.5.2 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 24 months. 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.	dder 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 and Valcom Consulting Group Inc. will evaluate the bids.

### 4.1.1 Technical Evaluation

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

### 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.

# 4.2 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 aggregate 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, VAN WITH RETRACTABLE ROLLER TRACK SYSTEM" dated December 13, 2021

### **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 Trailer, Van with Retractable Roller Track System

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	Quantity Required (A)	Firm Unit Price (B)	Sub-Total (C = A x B)
001	CFB Borden Major Equipment Section Bldg 0-111 Borden, Ontario L0M 1C0	1	\$	\$

Total (D = sum C)	\$

### **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.

### 5.1.2 Certifications - Contract

A. Compliance with the certifications provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification or it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

# 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.

### 5.2.2 COVID-19 vaccination requirement certification

A. In accordance with the COVID-19 Vaccination Policy for Supplier Personnel, all Bidders must provide with their bid, the COVID-19 Vaccination Requirement Certification attached to this bid solicitation, to be given further consideration in this procurement process. This Certification incorporated into the bid solicitation on its closing date is incorporated into, and forms a binding part of any resulting Contract.

COVID-19 Vaccination Requirement Certification:

I,	(first and last name), as the representative of
	(name of business) pursuant to
	(insert solicitation number), warrant and certify that all
personnel that	(name of business) will provide on the resulting
Contract who access federal go	vernment workplaces where they may come into contact with public
servants will be:	

- (a) fully vaccinated against COVID-19 with Health Canada-approved COVID-19 vaccine(s); or
- (b) for personnel that are unable to be vaccinated due to a certified medical contraindication, religion or other prohibited grounds of discrimination under the Canadian Human Rights Act, subject to accommodation and mitigation measures that have been presented to and approved by Canada;

5.3

A.

5.3.1

5.3.2

A.

B.

5.3.2

A.

A.

until such time that Canada indicates that the vaccination requirements of the COVID-19 Vaccion for Supplier Personnel are no longer in effect.	cination Policy
I certify that all personnel provided by (name of business) have been the vaccination requirements of the Government of Canada's COVID-19 Vaccination Policy for Personnel, and that the (name of business) has certified to their compliance requirement. I certify that the information provided is true as of the date indicated below and we be true for the duration of the Contract. I understand that the certifications provided to Canada to verification at all times. I also understand that Canada will declare a contractor in default, if is found to be untrue, whether made knowingly or unknowingly, during the bid or contract perior reserves the right to ask for additional information to verify the certifications. Failure to comply request or requirement imposed by Canada will constitute a default under the Contract.	or Supplier be with this will continue to a are subject a certification od. Canada
Signature: Date:	
Information you provide on this Certification Form and in accordance with the Government of COVID-19 Vaccination Policy for Supplier Personnel will be protected, used, stored and disclosured accordance with the Privacy Act. Please note that you have a right to access and correct any on your file, and you have a right to file a complaint with the Office of the Privacy Commission the handling of your personal information. These rights also apply to all individuals who are depersonnel for the purpose for the Contract and who require access to federal government wor where they may come into contact with public servants.	osed in information er regarding eemed to be
Certifications Precedent to Contract Award and Additional Information	
The certifications and additional information listed below should be submitted with the bid but submitted afterwards. If any of these required certifications or additional information is not consubmitted as requested, the Contracting Authority will inform the Bidder of a time frame within provide the information. Failure to provide the certifications or the additional information listed the time frame specified will render the bid non-responsive.	mpleted and which to
Integrity Provisions - Required Documentation	
In accordance with the section titled "Information to be provided when bidding, contracting, or a real procurement agreement" of the <i>Ineligibility and Suspension Policy</i> (http://www.tpsgc-pwif/politique-policy-eng.html), the Bidder must provide the required documentation, as applicable further consideration in the procurement process.	/gsc.gc.ca/ci-
Federal Contractors Program for Employment Equity - Bid Certification	
By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity <a href="Limited Eligibility to Bid">Limited Eligibility to Bid</a> " list available at the bottom of the page of the <a href="Employment and Social Canada (ESDC">Employment and Social Canada (ESDC)</a> - <a href="Labour's">Labour's</a> website ( <a <u="" href="https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).&lt;/td&gt;&lt;td&gt;/ ">FCP</a>	
Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of cont	
Product Conformance	
The Bidder certifies that all vehicles/equipment proposed conform, and will continue to conform	m 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.

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Signature of Bidder's Authorized Representative Date

5.3.3	ISO 9001:2015 Quality	Management Sy	stems (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 System (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 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 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.

#### 6.3 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> (2021-12-02), 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 24 months as per CDR of usage 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 Existing Technical Publications - Translation

A. The Contractor grants to Canada a non-exclusive, perpetual, irrevocable and royalty-free license to translate and reproduce for government use all or any part of the technical publications supplied with the equipment delivered under the Contract. Copyright in the translation made by Canada or by independent contractors engaged by Canada will belong to Canada.

### 6.3.3 Compliance with on-site measures, standing orders, policies and rules

A. The Contractor must comply and ensure that its employees and subcontractors comply with all security measures, standing orders, policies or other rules in force at the site where the Work is performed.

### 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:

[Contact info	mation to be detailed in the resulting contract]
Name: Title:	
Position:	DLP 5-3
Address:	Department of National Defence Headquarters 101 Colonel By Drive
	Ottawa, Ontario K1A 0K2
Telephone: F-mail·	<del></del>

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

E-mail:

A.	The Technical Authority for the Contract is:				
	[Contact infor	mation 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.	carried out ur Work under th Technical Aut	All Authority is the representative of the department or agency for whom the Work is being inder 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 Assu	urance Authority			
A.	The Quality A	Assurance Authority for the Contract is:			
	Contact infor Name: Title:	mation to be detailed in the resulting contract]			
	Position: Address:	Department of National Defence Headquarters  101 Colonel By Drive			
	Telephone: E-mail:	Ottawa, Ontario K1A 0K2  ———————————————————————————————————			
B.	Defence. DC	ity Assurance (DQA) is the Quality Assurance Authority of the Department of National QA is responsible to monitor the Contractor Quality Management System to provide assurance ractor has the ability to fulfill the quality requirements in the Contract.			
6.5.4	After Sales S	Service Service			
A.		dealer(s) and/or agent(s) is(are) authorized to provide after sales service, maintenance, and airs; and a full range of repair parts for the vehicle/equipment offered:			
		mation to be detailed in the resulting contract]			
	Name: Title: Address:				
	Telephone:				

### 6.6 Payment

# 6.6.1 Basis of Payment

### 6.6.1.1 Firm Price

A. In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a firm price, 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]

- (iii) Direct Deposit (Domestic and International);
- (iv) Electronic Data Interchange (EDI) (International only); and
- (v) 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 time sheets to support the time claimed

- (iv) A copy of the release document and any other documents as specified in the Contract
- (v) A description of the Work delivered
- 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 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.
- 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 (2021-12-02), 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>.

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

# 6.12 Foreign Nationals (Canadian Contractor)

A. The Contractor must comply with Canadian immigration requirements applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Service Canada regional office to enquire about Citizenship and Immigration Canada's requirements to issue a temporary work permit to a foreign national. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

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

# 6.12 Foreign Nationals (Foreign Contractor)

A. The Contractor must comply with Canadian immigration legislation applicable to foreign nationals entering Canada to work temporarily in fulfillment of the Contract. If the Contractor wishes to hire a foreign national to work in Canada to fulfill the Contract, the Contractor should immediately contact the nearest Canadian Embassy, Consulate or High Commission in the Contractor's country to obtain instructions, information on Citizenship and Immigration Canada's requirements and any required documents. The Contractor is responsible to ensure that foreign nationals have the required information, documents and authorizations before performing any work under the Contract in Canada. The Contractor is responsible for all costs incurred as a result of non-compliance with immigration requirements.

# 6.13 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.

# 6.14 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.

### 6.15 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".

### **6.16 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.

#### 6.17 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

# 6.18 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.

#### 6.19 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 Wood packaging materials

- A. Pertinent additional information on Canada's import and export programs is provided in the following Canadian Food Inspection Agency policy directives:
  - (i) D-98-08 Entry Requirements for Wood Packaging Materials Produced in All Areas Other Than the Continental United States (http://www.inspection.gc.ca/plants/plant-protection/directives/forestry/d-98-08/eng/1323963831423/1323964135993); and

(ii) D-13-01 - <u>Canadian Heat Treated Wood Products Certification Program (HT Program)</u> (<a href="http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967">http://www.inspection.gc.ca/plants/forestry/exports/ht-program/eng/1319462565070/1319462677967</a>).

# 6.25 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.

# 6.26 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 <u>Transportation of Dangerous Goods Act</u>, 1992, c. 34 (http://laws-lois.justice.gc.ca/eng/acts/T-19.01/); and
  - (ii) immediate product container in accordance with the <u>Hazardous Products Act</u>, R.S., 1985, c. H-3 (<a href="http://laws-lois.justice.gc.ca/eng/acts/H-3/">http://laws-lois.justice.gc.ca/eng/acts/H-3/</a>).
- 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.

# 6.27 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.

### 6.28 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.

# 6.29 Incomplete Assemblies

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

# 6.30 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.

# 6.31 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.

# 6.32 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 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, VAN WITH RETRACTABLE ROLLER TRACK SYSTEM" dated December 13, 2021.

# **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 Trailer, Van with Retractable Roller Track System

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	Make/Model	Firm Unit Price
1	CFB Borden Major Equipment Section Bldg 0-111 Borden, Ontario  Attn: Christopher Dykeman	[Date to be detailed in the resulting contract]	1	To be added in the resulting contract	\$[Cost to be detailed in the resulting contract]



#### NOTICE

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

#### **AVIS**

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

# PURCHASE DESCRIPTION TRAILER, VAN WITH RETRACTABLE ROLLER TRACK SYSTEM

### 1. SCOPE

1.1 <u>Scope</u>. This Purchase Description defines the requirements for a van trailer with retractable roller track system.

### 1.2 Instructions

- (a) Requirements that are identified by the word "*must*", *must* be treated as 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 provided is for guidance only.
- (d) Where a standard is specified and the Contractor has offered an *Equivalent*, that *Equivalent* standard *must* be supplied by the Contractor.
- (e) Where a technical certification is referred to in this Purchase Description, a copy of the certification or *Equivalent must* be supplied, when requested by the *Technical Authority*.
- (f) While the International System of Units (SI) must be used as the primary system of measurement to define requirements of this Purchase Description, both the SI system and the standard system for this product may be indicated. Conversion from one system of measurement to the other may not be exact.
- (g) Dimensions stated as nominal *must* be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but that differ from the actual dimensions.

### 1.3 **Definitions**

- (a) "Provided" means "provided and installed".
- (b) "Equivalent" means a standard, means, or component type that the Technical Authority has approved for this requirement as meeting the specified requirements for fit, form, function and performance.
- (c) "Bilingual" means both official languages; English and French.
- (d) "Road Legal" means the trailer can be legally operated on all Canadian highways and secondary roads, without restrictions or special permits.
- (e) "Curb Weight" (CW) means the weight of the fully equipped trailer. The curb weight includes all attached accessories and equipment. The Curb Weight does not include the Payload.

### OPI: DSVPM 4 - BPR: DAPVS 4

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- (f) "Payload" means the maximum cargo load carrying capacity of the trailer. The payload is the calculated difference between the Gross Vehicle Weight Rating and the Curb Weight.
- (g) "Gross Axle Weight Rating" (GAWR) means the gross axle weight rating, which is the maximum axle load allowed by the manufacturer for this application.
- (h) "Gross Vehicle Weight Rating" (GVWR) means the maximum operating weight of the trailer as stated by manufacturer.

# 2. APPLICABLE DOCUMENTS

- 2.1 Government Furnished Documents. NOT APPLICABLE
- 2.2 <u>Other Publications</u>. Canada will not supply reference documents. Effective documents are those in effect on the date of the manufacture of trailer. Information on the organization is supplied below.
  - (a) <u>Hazardous Products Act</u> Government of Canada / Department of Justice http://laws-lois.justice.gc.ca/eng/acts/H-3/
  - (b) SAE Standards
    SAE World Headquarters
    400 Commonwealth Dr.,
    Warrendale, PA, 15096-0001
    http://www.sae.org
  - (c) <u>Canada Motor Vehicle Safety Act</u> (CMVSA) Government of Canada / Transport Canada http://www.tc.gc.ca/eng/acts-regulations/acts-1993c16.htm

### 3. REQUIREMENTS

3.1 <u>Contractor certification</u>. The contractor *must* be the trailer OEM or an OEM officially recognized distributor/re-seller for the trailer.

# 3.2 Standard Design

- (a) The trailer *must* be the latest model from a manufacturer who has demonstrated acceptability by selling, in North America, this type and size class of equipment for at least three (3) years.
- (b) The trailer *must* include all components, equipment and accessories normally supplied for this application, although they may not be specifically described in this Purchase Description.
- (c) The trailer *must* have engineering certification available, upon request, for this application, from the original manufacturers of the major equipment, systems and assemblies.
- (d) The trailer *must* conform to all applicable laws, regulations and industrial standards in effect in Canada at the time of manufacture. The regulatory areas may include but are not necessarily limited to welding, manufacturing, health and safety, noise levels, environment and emissions.
- (e) The trailer, its systems, sub-systems and accessories must operate in accordance with all original equipment manufacturers' (OEM) rated capacities and performance specifications.

# 3.3 **Operating Conditions**

3.3.1 <u>Weather</u>. The trailer *must* operate under the extremes of weather conditions found in Canada in temperatures ranging from -35° to 37°C.

- 3.3.2 <u>Terrain</u>. The trailer *must* operate on paved roads, gravel roads and dirt roads, in all-weather conditions and with the stated payload, without degradation in performance, reliability and maintainability.
- 3.4 **Safety Standards**
- 3.4.1 <u>Vehicle Safety Regulations</u>. The trailer *must* meet the provisions of the Canada Motor Vehicle Safety Act (CMVSA).
- 3.4.2 **Safety Features**. The trailer *must* be provided with the safety features such as warning and instruction plates, non-slip walking surfaces and heat shields where required for operator safety.
- 3.4.3 <u>Hazardous Materials</u>. The contractor *must* comply with the Hazardous Products Act of Canada with regards to the use of hazardous materials, ozone depleting substances, polychlorinated biphenyls, asbestos and heavy metals used in the manufacture and assembly of the product supplied.
- 3.5 **Performance**
- 3.5.1 **General**. The trailer *must* be a van trailer with a retractable roller track system.
- 3.5.2 Payload. The trailer must carry a uniformly distributed load of at least 31,752 kg.
- 3.5.3 <u>Towing Speed</u>. The trailer *must* be towed safely at a continuous speed of at least 105 km/h with the stated payload.
- 3.6 **Trailer Construction**

### 3.6.1 **Dimensions**

- (a) The trailer *must* have a nominal overall length of 16,150 mm.
- (b) The trailer *must* have a nominal overall width of 2,590 mm.
- (c) The trailer, un-laden and with the floor level, *must* have a nominal overall height of 4,100 mm.
- (d) The trailer *must* have a minimum interior body height of 2,667 mm.
- (e) The trailer *must* have a minimum landing wheel clearance from kingpin (LWC) of 2,700 mm.
- (f) The trailer *must* operate with the kingpin at a standard commercial nominal height of 1,270 mm, measured from the ground to the kingpin upper plate.
- 3.6.2 **Kingpin**. The trailer *must* be provided with a 51 mm (2 in) kingpin.

### 3.6.3 **Floor**

- (a) The trailer floor *must* support loading/unloading by a forklift with a 4,540 kg GVW and 3,630 kg single axle load.
- (b) The interior flooring *must* be constructed of kiln dried or seasoned hardwood, tongue and groove or ship-lap, of sufficient thickness to accommodate the load.

### (c) Threshold Plate

- i The interior flooring *must* incorporate a minimum 300 mm wide threshold plate, constructed of checker plated steel or an **equivalent**, at the rear of the trailer.
- ii The top surface of the threshold plate *must* be level with the flooring and fastened into the floor cross members with carriage bolts, or welded across the rear to the floor.

# (d) Retractable Roller Track System

- The floor must be provided with a Hydraroll Mark 21 roller track system or equivalent.
- ii The roller track system *must* be pneumatically operated.
- iii The roller track system *must* be retractable.
- iv The trailer *must* be provided with at least five (5) roller track sections running the length of the floor.
- v Each track *must* have a lifting capacity of at least 550 kg per meter.
- vi The rollers *must* be made of steel.
- vii The roller bearings *must* be provided with steel ball bearings.
- viii The roller bearings *must* be sealed.
- ix The roller track system *must* be provided with centralized controls housed inside a weatherproof enclosure.

### 3.6.4 Interior Walls

- (a) The trailer interior wall *must* be lined with exterior grade plywood.
- (b) The trailer interior wall surfaces *must* be provided with kick plates in accordance with the manufacturer's standard design, covering the bottom portion of the plywood surface up to a height of at least 450 mm from the floor.

### 3.6.5 **Roof**

(a) The trailer roof **must** be constructed of a one-piece translucent material, secured around its perimeter to the roof rails and to pre-cambered roof bows.

# (b) Rub Strips

- i The roof structure **must** be provided with two (2) evenly spaced, full-length ceiling mounted rub strips.
- The rub strips *must* incorporate the interior lighting and act as a protection to prevent loads from catching on the cross members.

# 3.6.6 Rear Doors

- (a) The trailer *must* be provided with two (2) rear doors.
- (b) The rear doors *must* be full height, full-width "barn type" doors.
- (c) Each rear door *must* be provided with at least four (4) hinges.
- (d) The rear doors *must* be provided with compression type door hardware, with provisions for locking them with a padlock.
- (e) The rear doors **must** be provided with perimeter door seals along all four (4) edges.
- (f) The rear doors **must** be provided with devices to secure the doors in the full open position.
- (g) The interior door surfaces *must* be lined with exterior grade plywood.
- (h) The interior door surfaces *must* be provided with kick plates in accordance with the manufacturer's standard design, covering the bottom portion of the plywood surface up to a height of at least 450 mm from the floor.
- 3.6.7 **Body Panel Joints**. The trailer body panel joints *must* prevent moisture ingress.

- 3.6.8 <u>Aerodynamic Corners</u>. The trailer front exterior wall *must* incorporate large aerodynamic radius corners.
- 3.6.9 <u>Aerodynamic Side Skirts</u>. The trailer *must* be provided with aerodynamic side skirts on both sides.

### 3.6.10 Access Steps

- (a) The trailer *must* be provided with access steps to gain access into the trailer from all the doors, when the doors are open.
- (b) The access steps *must* feature grab handles for ease of access into the trailer.

# 3.6.11 Floor-mounted Cargo Rails

- (a) The trailer *must* be provided with four (4) cargo rails mounted to the floor interior.
- (b) The cargo rails *must* be recessed and run the full length of the flooring.
- (c) Two (2) cargo rails **must** be installed, one on each side, with the center a nominal distance of 52 mm from the side wall.
- (d) Two (2) cargo rails *must* be installed, one on each side, with the center a nominal distance of 104 mm from the side wall.
- (e) The trailer *must* be provided with twenty-four (24) multi-position cargo hands.

# 3.6.12 Wall-mounted Logistics Tracks

- (a) The trailer *must* be provided with four (4) logistics tracks mounted to the interior side walls.
- (b) The logistics tracks must be recessed and run the full length of the side walls.
- (c) Two (2) logistics tracks *must* be installed on the curbside wall, at heights of 762 mm and 1,524 mm from the floor.
- (d) Two (2) logistics tracks *must* be installed on the roadside wall, at heights of 762 mm and 1.524 mm from the floor.

### 3.6.13 Cargo Securement Bars

- (a) The trailer *must* be provided with ten (10) cargo securement bars.
- (b) The cargo securement bars *must* function with the wall-mounted logistics tracks.
- 3.6.14 <u>Heavy-duty Telescopic Poles</u>. The trailer *must* be provided with two (2) heavy-duty telescopic poles.
- 3.6.15 <u>Towing Points</u>. The trailer *must* be provided with two rear-mounted towing points, positioned and of sufficient strength to permit recovery of the loaded trailer.
- 3.6.16 **Rear Bumper**. The trailer **must** be provided with a rear bumper conforming to the Canada Motor Vehicle Safety Standards (CMVSS) requirements.
- 3.6.17 **Dock Bumpers**. The trailer *must* be provided with heavy-duty rubber dock bumpers at the rear corners, measuring nominally 102 mm (4in) deep.

### 3.7 Chassis and Auxiliary Systems

#### 3.7.1 **Axles**

- (a) The trailer *must* be provided with a triple axle configuration.
- (b) The axles *must* be provided with dual-wheels at each wheel station.
- (c) The axles must be of appropriate capacity to carry the maximum payload specified in this document.

# 3.7.2 **Suspension**

- (a) The trailer *must* be provided with an air bag suspension system.
- (b) The suspension system *must* include an automatic height control valve.
- (c) The suspension system *must* include a manual suspension air dump valve.
- (d) The suspension system *must* include shock absorbers acting on all wheel stations.
- (e) The suspension system *must* include an air gauge to assist the operator in determining system pressure.
- (f) The suspension system *must* have suspension travel limiters, such as cables or chains fastened to the suspension beam or axle and the under frame, at a length equal to or less than the shock absorber extended stroke; the use of the shock absorbers as travel limiters is not acceptable.

# 3.7.3 Wheels and Tires

- (a) The trailer *must* be provided with dual wheels and tires certified by the manufacturer to be suitably sized and rated for the application and load.
- (b) The dual wheel assemblies *must* be identical across the trailer.
- (c) The wheels *must* be aluminum.
- (d) The trailer *must* be provided with written indications of the operating tire pressure at each wheel station.
- (e) The wheels *must* be provided with loose wheel nut indicators at each wheel station.
- (f) The trailer *must* be provided with a hub-odometer reading in kilometres.
- (g) The tires installed at delivery *must* not be older than 24 months.

# 3.7.4 Brake System

- (a) The trailer *must* be provided with an anti-lock, air brake system.
- (b) The brake system *must* be provided with remote, cable operated drain valves on the air reservoirs, with heated moisture expelling valve(s).
- (c) The trailer *must* be provided with colour coded glad hand couplers and hoses for interconnection between the trailer and the tractor.
- (d) The trailer *must* be provided with dummy glad hand coupler covers, including a safety chain/cable for each glad hand, to block and protect the air-lines when they are not in use.

# 3.7.5 Landing Gear

- (a) The trailer *must* be provided with an interconnected two-legged, two-speed, landing gear system with self-levelling landing pads.
- (b) The landing gear system *must* withstand the weight of the fully loaded trailer when not connected to the tractor.

# 3.8 Electrical System

- (a) The trailer *must* be provided with a 12-volt negative ground electrical system.
- (b) The electrical system *must* provide all power and control for the trailer lighting and antilock brake system, while the trailer is connected to the prime mover.
- (c) The electrical system *must* include a SAE J560 7-pin 12 volt trailer receptacle, located in accordance with SAE J702.

- (d) The electrical system *must* include, as a minimum, electrical wiring used for the connection to the tractor vehicle intended for heavy-duty use, with positive engaging connectors, which are mounted securely to the system components.
- (e) Wiring *must* be protected by grommets when passing through metal.
- (f) The wiring must be protected by design and positioning to prevent damage and contact with spilled hydrocarbon fuels.
- (g) The harnesses **must** be sealed harnesses and all connections treated with dielectric grease.
- (h) All electrical components *must* be accessible for servicing.

# 3.9 Lighting

- (a) The trailer *must* be provided with a lighting system conforming to CMVSS requirements.
- (b) The trailer **must** be provided with LED body lighting.
- (c) Lights and reflectors *must* be recessed or otherwise protected from damage.
- (d) Interior Lights and Switch
  - The trailer *must* be provided with a minimum of five (5) interior LED dome lights that are adequate for a working environment.
  - ii The interior lights *must* be mounted flush to the ceiling rub strips.
  - The interior lights *must* be provided with a timer switch (minimum duration of 15 minutes) or automatically switch off while the trailer is in motion.

### 3.10 Miscellaneous Equipment

### 3.10.1 **Storage Compartments**

- (a) The trailer *must* be provided with two (2) lockable storage weatherproof compartments.
- (b) The compartments *must* be of sufficient size to accommodate spare straps, chains, and fluids.
- (c) The compartments *must* be made of durable corrosion resistant materiel such as aluminum checkered plate or *equivalent*.
- (d) The compartment floors must be covered with a durable surface, such as Dri-Dek® decking, to help keep contents dry.
- (e) The compartment floors *must* be equipped with drain holes.
- (f) The compartments **must** be located in accordance with the manufacturer's standard location.
- 3.10.2 **Mud Flaps**. The trailer *must* be provided with mud flaps located behind the rear axle.
- 3.10.3 <u>License Plate Holder</u>. The trailer *must* be provided with an illuminated license plate holder located at the rear of the trailer.
- 3.10.4 **Conspicuity Tape**. The trailer **must** be provided with conspicuity tape conforming to CMVSS requirements.
- 3.10.5 <u>Document Holder</u>. The trailer *must* each be provided with a weatherproof document holder, located on the road side towards the front.
- 3.10.6 <u>Dangerous Goods Placard Holders</u>. The trailer *must* be provided with four dangerous goods placard holders, one on each face.

### 3.10.7 Identification Plate

- (a) The trailer *must* be provided with identification plates containing the following information as a minimum:
  - i Manufacturer, model, model year and serial number of the trailer component.
  - ii GAWR and GVWR ratings.
- (b) The maximum payload capacity *must* be permanently and clearly marked in a location near the identification plate.

### 3.11 Finish and Corrosion Protection

### 3.11.1 **Finish**

- (a) The trailer frame *must* be provided with a galvanized finish.
- (b) The paint finish on exposed exterior surfaces normally painted for the commercial trade must be white.
- (c) All other non-painted brackets and hardware *must* be provided with a non-oxidizing finish, such as galvanization, stainless steel or *equivalent*.
- 3.11.2 <u>Galvanic Corrosion</u>. The trailer *must* be protected against galvanic corrosion where dissimilar metals are used.

# 3.12 Warning and Instruction Plates/Labels

- (a) The warning and instruction plates/labels *must* be within easy view of the user and in accordance with standard commercial practice.
- (b) The warning and instruction plates/labels *must*, by design, withstand degradation in the environment in which they are installed, for the projected life of the trailer.
- (c) The warning and instruction plates/labels *must* be international symbols and/or bilingual (English and French) markings.

# 3.13 Lubrication points and fittings

- (a) Lubrication fittings *must* conform to SAE J534 or an *equivalent* North American Standard.
- (b) Lubrication points *must* be easily accessible.
- (c) When lubrication points are difficult to access, extender tubes *must* be installed to ease regular lubrication.

# 3.14 Trailer Delivery Condition

- (a) The trailer *must* be delivered to destination in a fully operational condition (serviced and adjusted).
- (b) If the trailer requires assembly at destination, the contractor *must* be responsible for all manpower and equipment to perform assembly.
- (c) The space for assembly at destination will be provided, if required.
- (d) The trailer *must* be cleaned before leaving the contractor location.

### 4. INTEGRATED LOGISTICS SUPPORT (ILS)

# 4.1 **General Requirements**

(a) Sample ILS documents *must* be submitted to the *Technical Authority* prior to the delivery of the trailer, for approval. Sample ILS documents will not be returned.

- (b) **Technical Authority** approval, request for additional documentation or request for amendments will be supplied within 15 working days of receipt.
- (c) The Contractor *must* supply the additional documentation or implement the changes as requested by the *Technical Authority*.
- (d) <u>Digital Documents</u>
  - i All digital copies *must* be supplied in searchable PDF format unless stated otherwise.
  - ii Digital copies *must* be functional without the requirement for a password, an auto-run installation procedure or an Internet connection.
  - Digital copies of manuals *must* be supplied to the TA by email or e-transfer and with the trailer on a CD or DVD (**USB sticks will not be accepted**).
  - iv Digital copies of other ILS documents *must* be provided by email to the TA or on CD or DVD.
  - v CD/DVD *must* be permanently and legibly marked with the equipment description and a list of contents.
- (e) <u>Paper Documents</u>. All paper copies of ILS documents delivered *must* have the same content as the digital copy approved by the *Technical Authority*.
- 4.1.2 <u>ILS Deliverables</u>. 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 by E-mail for approval	Delivered to TA by mail/courier or e-transfer for approval	Supplied with each Trailer	Remarks	Reference Paragraph
Photograph and Line Drawing Package	Digital	X 30 days before delivery of equipment	-	-	JPEG	4.2.1
Load Analysis Drawing	Digital	X 30 days before delivery of equipment	-	-	PDF	4.2.2
Data Summary	Digital	X 30 days before delivery of equipment	-	-	Microsoft Word	4.2.3
Warranty Letter	Digital	X 30 days before delivery of equipment	-	-	PDF	4.2.4
Safety Data Sheets Package	Paper Digital	30 days before delivery of equipment	-	- -	- PDF	4.2.5
0.4.4614	Paper	-	-	X	- PDF - on	400
Set of Manuals	Digital	-	X 30 days before delivery of equipment	Х	CD/DVD with equipment*	4.2.6
	Paper	-	-	X	-	10-
Line Setting Ticket	Digital	X 30 days before delivery of equipment	-	-	PDF	4.2.7

Note: \* One CD/DVD should be used for all e-manuals covering a configuration/model and its accessories.

# 4.1.3 Training deliverables

The following table indicates the ILS Training elements that the Contractor *must* deliver, including the expected means of delivery and the reference paragraph.

Element	Format/ Medium	Delivered to TA by E- mail for approval	Remarks	Reference Paragraph
Course Syllabus	Digital	X 30 days before delivery of equipment	-	4.3.1
Familiarization Training	-	-	Delivery in person, at the location specified in the contract. Approximately 30 days after delivery of equipment, to be coordinated with the <i>TA</i> .	4.3.1
Proof of Training Certificate	Digital	X After training delivery is complete	TA will provide template	4.3.1

# 4.2 ILS Elements Description

# 4.2.1 Photograph and Line Drawing Package

- (a) DND requires photographs and line drawings for documentation and cataloguing purposes. The Photograph and Line Drawing Package *must* include:
  - i Two (2) digital colour photographs, one (1) left-front three-quarter view, and one (1) right-rear three-quarter view of each configuration/model; and
  - ii One (1) front-view and one (1) side-view line drawing showing dimensions of the trailer. Brochure line drawings are acceptable.
- (b) Photographs *must* have a plain background and be in a JPEG (Joint Photographic Experts Group) format with a resolution of at least eight (8) Mega pixels.

# 4.2.2 **Load Analysis Drawing**

- (a) The Contractor *must* provide a load analysis drawing showing principle trailer dimensions for the analysis and the axle and kingpin loads when subjected to the payload.
- (b) The load analysis drawing *must* be in PDF format.

# 4.2.3 **Data Summary**

- (a) The *Technical Authority* will supply a bilingual Data Summary Template (in Microsoft Word format) to the Contractor.
- (b) The data summary *must*:
  - i Use the **Technical Authority** provided bilingual template;
  - ii Be a separate document for each configuration/model; and
  - iii Be delivered in Microsoft Word format.

### 4.2.4 Warranty Letter

- (a) The **Technical Authority** will supply a bilingual Warranty Letter Template (in PDF format) to the Contractor.
- (b) The Warranty Letter *must*.
  - i Use the *Technical Authority* provided bilingual template;
  - ii Contain a complete description of the warranty requested with the warranty terms and conditions;
  - iii Contain the complete warranty details on any system or sub system warranty that exceeds the minimum requested; and
  - iv Contain the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada.

# 4.2.5 Safety Data Sheets Package

- (a) The Safety Data Sheets Package *must* include:
  - i A bilingual (or a separate French and an English) list of all hazardous materials used on the trailer and its accessories; and
  - ii A complete bilingual set (or a set in French and a set in English), off all the safety data sheets for all hazardous materials in the list.
- (b) If there are no hazardous materials used, this *must* be stated on the list.

# 4.2.6 Set of Manuals

- (a) The set of manuals for each configuration/model *must* include:
  - i The French and English (or bilingual) operator manual(s);
  - ii The French and English (or bilingual) maintenance (shop repair) manual(s); and
  - iii The English or bilingual parts manual(s).
- (b) The set of manuals *must* include manuals (operator, maintenance (shop repair) and parts) for all major components, all attachments, accessories and features for the configuration/model supplied.

### 4.2.7 <u>Line Setting Ticket</u>

- (a) The Contractor *must* produce a Line Setting Ticket, or *Equivalent*, describing the components provided on the trailer.
- (b) The Contractor *must* supply the Technical Authority a Line Setting Ticket in searchable PDF digital format with each trailer delivered.

# 4.3 **Training**

# 4.3.1 Familiarization Training

- (a) The Contractor *must* deliver one familiarization course optimized for trained operators and technicians per delivery destination.
- (b) The course *must* be delivered at the delivery destination, unless stated otherwise in the contract.
- (c) The course *must* be delivered in English.
- (d) The instructor *must* be an OEM Factory Certified Training Provider.

### (e) Course Syllabus

- The Contractor *must* provide the familiarization training course syllabus, in the same language as the course delivery, for review and approval by the *Technical Authority*.
- ii The operator familiarization portion of the course *must* include, but is not limited to, safety precautions to be observed while operating and servicing, operating characteristics, calibration, pre-operating and pre-shutdown procedures, shimming and pre-loading of the trailer system when used with the booster and daily/weekly operator servicing procedures for the trailer system and accessories.
- iii The technician familiarization portion of the course *must* include, but is not limited to, operation and maintenance safety precautions, overview of air, hydraulic and electrical systems (as applicable), preventive maintenance including servicing schedules, inspection and maintenance requirements, special tools and test equipment (as applicable), diagnostics, troubleshooting, testing and adjustments for the trailer system and accessories.
- (f) The familiarization course *must* have a minimum duration of four (4) hours for operators and four (4) hours for technicians.
- (g) The familiarization course *must* accommodate up to eight (8) people (4 operators and 4 technicians).
- (h) The date for the familiarization course must be coordinated with the Technical Authority.
- (i) After completion of the familiarization course, the Contractor *must* have the "**Proof of Training**" certificate signed by the senior course attendee.
- (j) The *Technical Authority* will supply the "Proof of Training" certificate template in a digital format.





BIDDED INFORMATION

#### NOTICE

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

**AVIS** 

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

# TECHNICAL EVALUATION MATRIX TRAILER, VAN WITH RETRACTABLE ROLLER TRACK SYSTEM

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

Where the specification paragraphs below indicate "Substantial Information", the "Substantial Information" describing completely and in detail how the requirement is met or addressed must be supplied for each performance requirement/specification.

Bidder is required to indicate the document name/title and page number where the **Substantial Information** can be found.

Definitions for *Equivalent* is found in the DEFINITION section at the end of this document.

BIDDER IN CRIMATION	
Bidder Name:	
Address:	
Proposal Date:	
Substitutes/Alternatives	
Are any equipment substitutes/alternatives offered as <i>Equivalent</i> ?	YES 🗌 NO 🗌
If yes, please identify all equipment substitutes/alternatives offered as <i>Equivalents</i> below:	

OPI: DSVPM 4 - BPR: DAPVS 4

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



	TRAILER, VAN WITH RETRACT	ABLE ROLLER TRAC	K SYSTEM	
PD Reference	Requirement	Substantial Information required	Value	Location of Substantial Information in Bid Proposal
3.1	<u>Contractor certification</u> . The contractor <i>must</i> be the trailer system OEM or an OEM officially recognized distributor/re-seller for the trailer.	Proof of compliance.		
3.5.1	General. The trailer <i>must</i> be a van trailer with a retractable roller track system.	A system drawing, picture, or brochure showing	Make:	
		the trailer <i>must</i> be provided.	Model:	
3.5.2	Payload. The trailer must carry a uniformly distributed load of at least 31,752 kg.	A detailed load analysis and dimensional drawing <i>must</i> be provided showing all components of the trailer including Curb Weight, rated payload, GVWR and GAWR of axle groups. It <i>must</i> also show axle and kingpin loads as well as Gross Combined Weight when carrying the stated payload.		
3.6.1	<ul> <li>Dimensions</li> <li>(a) The trailer <i>must</i> have a nominal overall length of 16,150 mm.</li> <li>(b) The trailer <i>must</i> have a nominal overall width of 2,590 mm.</li> <li>(c) The trailer, un-laden and with the floor level, <i>must</i> have a nominal overall height of 4,100 mm.</li> <li>(d) The trailer <i>must</i> have a minimum interior body</li> </ul>	A drawing showing the trailer with dimensions <i>must</i> be provided. Dimensions demonstrating compliance to item 3.6.1 <i>must</i> be provided as a		

TRAILER, VAN WITH RETRACTABLE ROLLER TRACK SYSTEM				
	height of 2,667 mm.  (e) The trailer <i>must</i> have a minimum landing wheel clearance from kingpin (LWC) of 2,700 mm.	minimum.		

# **DEFINITION**

The following definition applies to the interpretation of this Technical Evaluation Matrix:

a) "*Equivalent*" - A standard, means, or component type, which has been accepted by the Technical Authority as meeting the specified requirements for form, fit, function and performance.