

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

REQUEST FOR PROPOSAL / DEMANDE DE PROPOSITION

RETURN BIDS TO / RETOURNER LES SOUMISSIONS À:

Bid Receiving – PWGSC / Réception des soumissions - TPSGC 11 Laurier St. / 11 rue Laurier Place du Portage, Phase III Core 0B2 / Noyau 0B2 Gatineau Québec K1A 0S5

Epost: Please forward an e-mail to <u>TPSGC.DGAreceptiondessoumissions-</u> <u>ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca</u> in order to inform the Bid Receiving Unit of your interest in bidding via Epost. Connexion postel: Veuillez envoyer un courriel à l'adresse courriel suivante : <u>TPSGC.DGAreceptiondessoumissions-</u> <u>ABBidReceiving.PWGSC@tpsgc-pwgsc.gc.ca</u> pour

informer l'Unité de réception des soumissions de votre intérêt à soumissionner via Connexion postel

Or By/Ou par Fax To/A: (819) 997-9776

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).

Title / Titre:	Solicitation No / No de l'invitation:		
SAR Tech Descender Device/ Dispositif de descente pour les techniciens en recherche et sauvetage	W8485-205955/C		
Date of Solicitation / Date de l'invitation:	·		
2022/07/05			
Address Enquiries to – Adresser toutes questions à:			
National Defence Headquarters			
Ottawa, ON			
K1A 0K2			
Attn: Debbie Bergeron, DAP 2-2-7-2			
debbie.bergeron@forces.gc.ca			
Telephone No. / N° de téléphone:	FAX No / No de fax:		
N/A	N/A		
Destination:	1		
Specified herein / Précisé dans les 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:	Delivery offered / Livraison proposée:
 Vendor Name and Address / Raison sociale et adress	e du fournisseur:
Name and title of person authorized to sign on behalf personne autorisée à signer au nom du fournisseur (d	
Name / Nom:	Title / Titre:
Signature:	Date:

Solicitation Closes / L'invitation prend fin:

At / à : 14:00 EDT / heure avancée de l'Est

On / le :2022/08/16

Canada

TABLE OF CONTENTS

PART 1	- GENERAL INFORMATION	3
1.1	SECURITY REQUIREMENTS	3
1.2	STATEMENT OF WORK	
1.3	DEBRIEFINGS	
1.4	EPOST CONNECT SERVICE	
PART 2	- BIDDER INSTRUCTIONS	4
2.1	STANDARD INSTRUCTIONS, CLAUSES AND CONDITIONS	4
2.2	SUBMISSION OF BIDS.	
2.3	ENQUIRIES - BID SOLICITATION	
2.4	APPLICABLE LAWS	
2.5	BID CHALLENGE AND RECOURSE MECHANISMS	
2.6	MILITARY AVIATION REPLACEMENT PARTS: CONDITION AND CERTIFICATION OF DELIVERABLES END ITE 5	
2.7	SUBSTITUTE PRODUCTS – SAMPLES (DEPARTMENT OF NATIONAL DEFENCE)	8
2.8	REISSUE OF BID SOLICITATION	
-	- BID PREPARATION INSTRUCTIONS	
3.1	BID PREPARATION INSTRUCTIONS	
•••		
PARI 4	- EVALUATION PROCEDURES AND BASIS OF SELECTION	
4.1	EVALUATION PROCEDURES	
4.2	BASIS OF SELECTION	11
PART 5	- CERTIFICATIONS AND ADDITIONAL INFORMATION	. 13
5.1	CERTIFICATIONS REQUIRED WITH THE BID	
5.2	CERTIFICATIONS PRECEDENT TO CONTRACT AWARD AND ADDITIONAL INFORMATION	13
PART 6	- RESULTING CONTRACT CLAUSES	. 14
6.1	SECURITY REQUIREMENTS	14
6.2	STATEMENT OF WORK	14
6.3	STANDARD CLAUSES AND CONDITIONS	14
6.4	TERM OF CONTRACT	14
6.5	AUTHORITIES	15
6.6	PAYMENT	
6.7	INVOICING INSTRUCTIONS	16
6.8	CERTIFICATIONS AND ADDITIONAL INFORMATION	17
6.9	APPLICABLE LAWS	
6.10	PRIORITY OF DOCUMENTS	17
6.11	DEFENCE CONTRACT	
6.12	SACC MANUAL CLAUSES	
6.13	DISPUTE RESOLUTION	-
6.14	PACKAGING REQUIREMENT	
6.15	QUALITY ASSURANCE	-
6.17	MILITARY AVIATION REPLACEMENT PARTS- AIRWORTHINESS DOCUMENTATION	-
6.18	SHIPPING INSTRUCTIONS – DEPARTMENT OF NATIONAL DEFENCE	
6.19	RELEASE DOCUMENTS, QUALITY ASSURANCE CODE Q	
	"A"	
STAT	EMENT OF WORK	23

ANNEX "B"	
BASIS OF PAYMENT	28
ANNEX "C" TO PART 3 OF THE BID SOLICITATION	29
ELECTRONIC PAYMENT INSTRUMENTS	29
ANNEX "D" TO PART 4 OF THE BID SOLICITATION	30
TECHNICAL EVALUATION PLAN	30

PART 1 - GENERAL INFORMATION

1.1 Security Requirements

There is no security requirement associated with this bid solicitation.

1.2 Statement of Work

The Work to be performed is detailed under **Annex A** of the resulting contract clauses. (SOW)

1.3 Debriefings

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 epost Connect service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 2 entitled Bidder Instructions, and Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

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

The <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 modifications:

- a) Section 02, Procurement Business Number is deleted in its entirety.
- b) Section 05, Submission of Bids Subsection 4 is amended as follows:

Delete: 60 days Insert: 90 days

c) Section 20, Further information – Subsection 2 is deleted in its entirety.

2.1.1 SACC Manual Clauses

<u>B1000T</u> (2014-06-26) Condition of Material-Bid <u>B3000T</u> (2006-06-16) Equivalent Products/ Substitutes (Form, Fit and Function)

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated in the bid solicitation.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions <u>2003</u>, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

2.3 Enquiries - Bid Solicitation

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

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by Bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit

the 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

Any resulting contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in **Ontario**.

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Bid Challenge and Recourse Mechanisms

- (a) Several mechanisms are available to potential suppliers to challenge aspects of the procurement process up to and including contract award.
- (b) Canada encourages suppliers to first bring their concerns to the attention of the Contracting Authority. Canada's <u>Buy and Sell</u> website, under the heading "<u>Bid Challenge and Recourse</u> <u>Mechanisms</u>" contains information on potential complaint bodies such as:
 - Office of the Procurement Ombudsman (OPO)
 - Canadian International Trade Tribunal (CITT)
- (c) Suppliers should note that there are **strict deadlines** for filing complaints, and the time periods vary depending on the complaint body in question. Suppliers should therefore act quickly when they want to challenge any aspect of the procurement process.

2.6 Military aviation replacement parts: Condition and certification of deliverables end items

The following categories do not apply to standard and commercial parts. Standard parts consist of common hardware parts and raw materials, not necessarily designed for aviation use, produced to recognized industry or government specifications, which are available without proprietary limitations (such as Society of Automotive Engineers (SAE), National Aerospace Standard (NAS), Army-Navy Aeronautical Standard (AN), and Military Standard (MS) hardware items). Commercial parts consist of common non-aeronautical parts produced to recognized industry specifications and available on the commercial market. Deliverable standard and commercial parts must be in a new condition.

- 1. Category #1 New Materiel
 - Deliverable end items to be manufactured or which have been manufactured but not used, which are supplied by:
 - a. the owner of the design or manufacturing rights to the items; or,
 - b. the authorized manufacturer or agent/distributor of the owner of the design or manufacturing rights to the items; or
 - c. distributors approved by Transport Canada (TC) or accredited by the Aviation Suppliers Association, for parts that have an application to a civilian type certified aircraft; or
 - d. maintenance organizations approved/accredited by TC, the Department of National Defence (DND)/Canadian Forces Technical Airworthiness Authority or repair stations certified by the Federal Aviation Administration (FAA).
- Category #2 New Surplus Materiel Deliverable end items, unused and supplied by an entity other than Category #1 sources. Full traceability documentation back to the owner of the design or manufacturing rights to the items or their authorized manufacturer or agent/distributor is required.

3. Category #3 - Other Condition

Any deliverable end item condition other than Category # 1 or Category #2. Should the Bidder be offering deliverable end items in Category #3, a complete description of the item's condition and all available traceability documentation is required with the bid. Bids containing parts identified in this category are subject to evaluation by Canada.

Deliverable End Item Grid

Bidders must indicate the NATO Supply Code for Manufacturers or Commercial and Government Entity (NSCM/CAGE) code of the manufacturing entity under the appropriate category of the grid. For example, if a Bidder is offering a Category #1 item(s), it must indicate the NSCM number under that category as per the example below. Bidders may use additional pages to provide the complete description called up under Category #3 if necessary.

ltem	Category 1 New Materiel	Category 2 New Surplus Materiel	Category 3 Other Condition
For example	NSCM: ABC12 Name: PWGSC		
1 2			
3			

Requirements for Airworthiness Certification

The requirements for airworthiness certification do not apply to the provision of standard and commercial parts. Standard and commercial parts must be accompanied by a packing slip that identifies the name and address of the supplier, the NATO stock number, identification of the manufacturing standard (e.g. SAE, NAS, AN, MS) and manufacturer's part number and model number as applicable; quantity, identification of the lot or batch number if applicable; and the cure date/shelf life if applicable.

Bidders are advised that the Contractor must provide the following airworthiness documentation, for each unit of issue, within the interior packaging or attached to the good(s) supplied under the resulting contract. Note that this requirement is in addition to documentation required in support of invoice payment or other documentation requirements identified within the Contract:

- 1. Category #1 and #2 military unique aviation replacement parts must have an Original Equipment Manufacturer (OEM) or an OEM's approved manufacturer's Certificate of Conformance, which includes all the following information:
 - a. positive identification of the item by type, class, style, grade, model, part number, description, nomenclature and/or serial number, as applicable;
 - b. either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:
 I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
 - c. identification of both the authorized signatory and the organization.
- 2. Category #1 and #2 items, which have an application to a civilian type certified aircraft, must be supplied with a Certificate of Conformance, namely:
 - a. form TCCA Form One, Authorized Release Certificate, signed by a TC authorized inspector, within the two (2) years before contract award;
 - FAA Form 8130-3, Airworthiness Approval Tag, or a FAA Form 8130-4, Export Certificate of Airworthiness, signed by a FAA authorized inspector, within the two (2) years before contract award;

- c. European Aviation Safety Agency (EASA) Form One, Authorized Release Certificate, signed by an EASA authorized inspector, within the two (2) years before contract award; or
- d. OEM's or OEM's approved manufacturer's Certificate of Conformance; which includes:
 - i. positive identification of the item by type, class style, grade, model, part number, description, nomenclature, and/or serial number, as applicable;
 - either the following certification, or a similarly worded statement, signed by an authorized inspector, that satisfies the intent of the following:
 I certify that the aeronautical product described here conforms to the applicable design data and is in a condition for safe operations.
 - iii. identification of both the authorized signatory and organization.
- 3. Bidders must specify which one of the documents identified above will be provided for each item required to be supplied in response to the bid solicitation.

2.6.1 Military aviation replacement parts – Substitutes and Traceability

The Part Number and NATO Supply Code for Manufacturers (NSCM(s), or the Commercial And Government Entity (CAGE) code indicated in the bid solicitation are the only ones known to the Department of National Defence that meet the form, fit and function requirements of the Original Equipment Manufacturer (OEM) approved type design of the aircraft in which they will be installed. If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide, with its bid, all the technical information (e.g. drawings, specifications, engineering reports, and/or test reports) necessary to clearly demonstrate that the part proposed has the form, fit and function characteristics equivalent to the Part Number(s) and NSCM/CAGE code(s) specified in the bid solicitation.

Failure to provide the required technical information will result in the bid being declared non-responsive with respect to any part for which such information was requested.

If a part is not manufactured by the OEM of the aircraft, then it must be manufactured by an authorized supplier to the OEM or by the original manufacturer of the part chosen for use by the OEM of the aircraft (or the successor of or licensed by that original manufacturer). Canada reserves the right to verify with the OEM of the aircraft that the manufacturer of a part proposed is in fact authorized by the OEM to produce that part or supplies that part to the OEM.

If the Bidder proposes to supply any part with an alternative Part Number or NSCM/CAGE code, the Bidder must provide the following substitution notice fully completed.

Substitution Notice

1.	Item N	umber:	
2.	Origina	l Technical Data (as referenced	below):
	b.	Part Number: NSCM/CAGE code: Other:	
3.	Propos	ed Change(s)	
		Part Number: NSCM/CAGE code:	

c. Other:

4. Reason for Change/Supporting Data:

The Bidder is advised that availability and retention of records of the manufacturer sufficient to constitute proof of origin will be a condition of the resulting Contract.

2.7 Substitute Products – Samples (Department of National Defence)

If the Bidder offers a substitute product, Canada reserves the right to request a sample from the Bidder in order to determine its equivalency in form, fit, function, quality and performance to the item specified in the bid solicitation.

The Bidder must, upon request from the Contracting Authority, provide a sample to the Technical Authority, transportation charges prepaid, and without charge to Canada, within **"7 Calendar Days"** from the date of request. The sample submitted by the Bidder will remain the property of Canada and will not be considered as part of the deliverables in any resulting contract. If the sample does not meet the requirements of the bid solicitation or the Bidder fails to comply with the request of the Contracting Authority, the bid will be declared non-responsive

2.8 Reissue of Bid Solicitation

This bid solicitation cancels and supersedes previous bid solicitation number W8485-205955/B dated 2022/05/18 with a closing of 2022/06/01 at 14:00:00. A debriefing or feedback session will be provided upon request to bidders/offerors/suppliers who bid on the previous solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

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

Section I: Technical Bid Section II: Financial Bid Section III: Certifications

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Canada requests that bidders follow the format instructions described below in the preparation of hard copy of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (https://www.tbs-sct.gc.ca/pol/doc-eng.aspx?id=32573). To assist Canada in reaching its objectives, bidders should:

1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and

2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

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

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment. The total amount of Applicable Taxes must be shown separately.

Bidders should include the following information in their financial bid:

- 1. Their legal name;
- The name of the contact person (including this person's mailing address, phone and facsimile numbers and email address) authorized by the Bidder to enter into communications with Canada with regards to:
 - their bid; and any contract that may result from their bid.

PLEASE NOTE: IF APPLICABLE, IT IS MANDATORY FOR THE BIDDER TO BID ON IDENTICAL LINE ITEMS (I.E. IDENTICAL NATO STOCK NUMBER), AS ONLY THE DELIVERY LOCATION DIFFERS

Section III: Certifications

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

3.1.1 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex "C" Electronic Payment Instruments, to identify which ones are accepted.

If Annex "C" Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

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

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must explain and demonstrate how they propose to meet the mandatory technical requirements as outlined at **Annex A Statement of Work**.

4.1.2 Financial Evaluation

A0222T (2014-06-26), Evaluation of Price-Canadian/Foreign Bidders.

4.2 Basis of Selection

A0027T (2012-07-16), Basis of Selection – Highest Combined Rating of Technical Merit and Price

- 1. To be declared responsive, a bid must:
 - a. comply with all the requirements of the bid solicitation;
 - b. meet all mandatory technical evaluation criteria; and
 - c. Obtain the required minimum of 20 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 28 points.
- 2. Bids not meeting "(a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 60 % for the technical merit and 40 %
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 60 %.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 40 %.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.
- 7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 60/40 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (60%) and Price (40%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated	Price	\$55,000.00	\$50,000.00	\$45,000.00
Calculations	Technical Merit	115/135 x 60 =	89/135 x 60 =	92/135 x 60 =
	Score	51.11	39.56	40.89
	Pricing Score	45/55 x 40 =	45/50 x 40 =	45/45 x 40 =
	_	32.73	36.00	40.00
Combined Rating		83.84	75.56	80.89
Overall Rating		1st	3rd	2nd

4.2.1 Identical Low Bids – Best Value

If identical low bids are received, the Treasury Board Contracting Policy (<u>subsection 10.8.17</u>) provides that the contract should be awarded on the basis of best value. Our evaluation method, of identical low bids, will be conducted by evaluating the following terms provided by the bidder, in the order provided below, to identify the most favorable option for Canada:

- a. Delivery date offered by the bidder
- b. Time the bid was received by the bidder
- c. Track record of the bidder (after-sales service)

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

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

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

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

5.1 Certifications Required with the Bid

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

5.1.1 Integrity Provisions - Declaration of Convicted Offences

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

5.2 Certifications Precedent to Contract Award and Additional Information

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

5.2.1 Integrity Provisions – Required Documentation

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

5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the <u>Employment and Social</u> <u>Development Canada (ESDC) - Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#).

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.

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

6.1.1 There is no security requirement applicable to the Contract.

6.2 Statement of Work

The Contractor must perform the Work in accordance with the Statement of Work at Annex "A". (SOW)

6.2.1 Condition of Material – Contract

Option 1

The Contractor must provide material that is new production of current manufacture supplied by the principal manufacturer or its accredited agent. The material must conform to the latest issue of the applicable drawing, specification and part number, as applicable, that was in effect on the bid closing date.

OR

Option 2

If the material is not new production of current manufacture, or is from a source other than the principal manufacturer or its accredited agent, it must be unused and in new condition, provided by an approved contractor with the latest approved modifications incorporated as applicable, and include the release notes.

Name of manufacturer: _____ Date of manufacture: _____ Cure date if the item contains elastomeric material:

(NOTE TO BIDDER: To be inserted at contract award).

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the <u>Standard</u> <u>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.</u>

6.3.1 General Conditions

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

6.4 Term of Contract

6.4.1 Contract Period

The contract period is from award to ______. (NOTE TO BIDDER: To be inserted at contract award).

6.4.2 Delivery Date

All the deliverables must be received on or before _____. (NOTE TO BIDDER: To be inserted at contract award).

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name:	Dany Lebel
Title:	Senior Materiel Acquisition and Support Officer
	DGAEPM/DAP/DAP 2-2-5-2
Department of National	Defence
Directorate:	Directorate Aerospace Procurement
Address:	101 Colonel By Drive
	Ottawa, ON
	K1A 0K2
	DAP 2-2-5-2
E-mail address:	dany.lebel2@forces.gc.ca

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

6.5.2 Technical Authority

The Technical Authority for the Contract is:. (NOTE TO BIDDER: To be provided at contract award).

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

6.5.3 Supply Manager

The Supply Manager for the Contract is: NOTE TO BIDDER: To be provided at contract award).

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

6.5.4 Contractor's Representative

(**NOTE TO BIDDER:** must be filled out and submitted by the Vendor with their bids)

The person responsible for:

General enquiries:	
Name: Telephone No.: Facsimile No.: E-mail address:	
Delivery follow-up:	
Name: Telephone No.: Facsimile No.: E-mail address:	

6.6 Payment

6.6.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid a **firm unit price**, as specified in **Annex A**, for a cost of **\$_____** for Line Item **no**.___. Customs duties are excluded and Applicable Taxes are extra. (*NOTE TO BIDDER: To be inserted at contract award*).

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.

6.6.2 Electronic Payment of Invoices – Contract

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

- a. Direct Deposit (Domestic and International);
- b. Electronic Data Interchange (EDI);
- c. Wire Transfer (International Only);

6.6.3 Multiple Payments

H1001C (2008-05-12) Multiple Payments

6.7 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.
- 2. Invoices must be distributed as follows:
 - a. The original and one (1) copy must be forwarded to the following address for certification and payment.

W1941 25 CANADIAN FORCES SUPPLY DEPOT 6560 HOCHELAGA ST

MONTREAL QC H1N 1X9 Attention: Accounts Payable Section

AND

W2481

Department of National Defence 7 Canadian Forces Supply Depot PO Box 10500 Station Forces Edmonton, AB T5J 4J5 ATT: Invoice Section

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

6.8 Certifications and Additional Information

6.8.1 Compliance

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

6.9 Applicable Laws

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

6.10 **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) The Articles of Agreement;
- (b) The <u>2003</u> (2020-05-28) Standard Instructions Goods and Services Competitive Requirements;
- (c) The general conditions 2010A (2020-05-28), General Conditions Goods (Medium Complexity);
- (d) Annex A, Statement of Work ;
- (e) The Contractor's bid dated _____ (*insert date of bid*).

6.11 Defence Contract

SACC Manual clause A9006C (2012-07-16) Defence Contract

6.12 SACC Manual Clauses

A0301C (2007-05-25) Military Aviation Replacement Parts- Maintenance of Records B1202C (2007-05-25) Age Control of Elastomeric Materials B7500C (2006-06-16) Excess Goods C2000C (2007-11-30) Taxes - Foreign-based Contractor Foreign-based Contractor C2605C (2008-05-12) Canadian Customs Duties and Sales Tax - Foreign-based Contractor C2608C (2020-07-01) Canadian Customs Documentation - Foreign-based Contractor C2610C (2007-11-30) Customs Duties - DND– Importer C2611C (2007-11-30) Customs Duties - Contractor Importer C2800C (2013-01-28) Priority Rating C2801C (2017-08-17) Priority Rating: Canadian-based contractors D0050C (2007-05-25) End User Certificate D6010C (2007-11-30) Palletization D9002C (2007-11-30) Incomplete Assemblies

G1005C (2016-01-28) Insurance – No Specific Requirement

6.13 Dispute Resolution

- (a) The parties agree to maintain open and honest communication about the Work throughout and after the performance of the contract.
- (b) The parties agree to consult and co-operate with each other in the furtherance of the contract and promptly notify the other party or parties and attempt to resolve problems or differences that may arise.
- (c) If the parties cannot resolve a dispute through consultation and cooperation, the parties agree to consult a neutral third party offering alternative dispute resolution services to attempt to address the dispute.
- (d) Options of alternative dispute resolution services can be found on Canada's Buy and Sell website under the heading "<u>Dispute Resolution</u>".

6.14 Packaging Requirement

D3018C (2014-09-25) Packaging Requirement using Specification D-LM-008-036/SF-000

The Contractor must prepare all item numbers for delivery in accordance with the latest issue of the Canadian Forces Packaging Specification *D-LM-008-036/SF-000*, DND Minimum Requirements for Manufacturer's Standard Pack.

The Contractor must package item numbers in quantities of one (1) per package, and **must package** all item numbers, as located under description on **Annex A**.

<u>D2000C</u> (2007-11-30), Markings <u>D2001C</u> (2007-11-30), Labelling <u>D2025C</u> (2017-08-17), Wood Packing Materials

6.15 Quality Assurance

<u>D5510C</u> (2017-08-17) Quality Assurance Authority (Department of National Defence) - Canadian based Contractor (Quality Assurance Code Q)

OR

<u>D5515C</u> (2010-01-11) Quality Assurance Authority (Department of National Defence) - Foreign-based and United States Contractor (Quality Assurance Code Q)

<u>D5540C</u> (2021-05-20), ISO 9001:2015 – Quality Management Systems - Requirements (Quality Assurance Code Q)

6.16 Additional Package Markings - Identical

- 1. The Contractor must ensure that in addition to the required interior and exterior package markings, the following information is provided:
 - a. Serial number; and/or
 - b. Expiration date of shelf life.
- 2. These markings must be applied and positioned in accordance with Canadian Forces Packaging Specification D-LM-008-002/SF-001.

6.17 Military Aviation Replacement Parts- Airworthiness Documentation

The Contractor must provide Airworthiness Documentation, for each item, within the interior packaging or attached to the good(s) supplied:

a. Certificate of compliance.

6.18 Shipping Instructions – Department of National Defence

6.18.1 Shipping Instructions (Department of National Defence) - Canadian-based Contractor

- Delivery will be FCA Free Carrier at the Contractor's facility (*Please provide the name of the location, i.e. contractor's location*), Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.
- 2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Inbound Logistics Co-ordination Center (ILCC) Telephone: 1-877-877-7423 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: <u>ILHQOttawa@forces.gc.ca</u>

- 3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (for multiple addresses, items must be packaged and labelled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. full details of dangerous goods/hazardous products, as required for the applicable mode of transportation, signed certificates for dangerous goods/hazardous products as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian <u>Transportation of</u> <u>Dangerous Goods Regulations</u>, and a copy of the safety data sheet in English and French.
- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, and the marking of each piece with a Transportation Control Number.

- 5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
- 6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
- 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either 30 days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or 30 days following the delivery date specified in the Contract, whichever is later.

OR

6.18.1 Shipping Instructions (Department of National Defence) - Foreign-based Contractors

- Delivery will be FCA Free Carrier at the ________ (Please provide the name of the location, i.e. contractor's location), Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility
- 2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3.

Instruction to contracting officers: Before contract award, choose either shipping option (a), (b), (c), or (d)and delete the unused options and this instruction.

a. Insert the following when the Contractor is located in the United States (U.S.):

Inbound Logistics Coordination Center (ILCC): Telephone: 1-877-447-7701 (toll free) Facsimile: 1-877-877-7409 (toll free) E-mail: <u>ILHQOttawa@forces.gc.ca</u>

OR

b. Insert the following when the Contractor is located in United Kingdom (UK) and Ireland:

Inbound Logistics United Kingdom (ILUK): Telephone: 011-44-1895-613023, or 011-44-1895-613024, or Facsimile: 011-44-1895-613047 E-mail: <u>CFSUEDetUKMovements@forces.gc.ca</u>

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to: <u>CFSUEDetUKMovements@forces.gc.ca</u>. The shipment of any items above the value of 600 GBP (pound sterling) being exported from the United Kingdom and Ireland will be cleared by DND using Her Majesty's Customs & Excise (HMCE) New Export Systems (NES). The Contractor must comply with HMCE requirements by registering with HMCE or by having a freight forwarder complete the entry. A printed copy of the NES entry Export Declaration clearly displaying the Declaration Unique Consignment Reference Number must be provided by the Contractor and attached to the consignment. The Contractor must ensure that this procedure is carried out for all stores whether they be initial purchase or repair and overhaul export items. HMCE will authorize Canadian Forces Support Unit (Europe) to ship the goods only if the procedure has been adhered to completely and properly by the Contractor.

OR

c. Insert the following when the Contractor is located in a country other than Canada, the U.S., the UK and Ireland:

Inbound Logistics Europe Area (ILEA): Telephone: +49-(0)-2451-717199 or 717200 Facsimile: +49-(0)-2451-717189 Email: <u>ILEA@forces.gc.ca</u>

OR

d. Insert the following for U.S. Foreign Military Sales (FMS): Inbound Logistics Coordination Center (ILCC): Telephone: 1-877-447-7701 (toll free) Facsimile: 1-877-877-7409 (toll free) Email: <u>ILHQOttawa@forces.gc.ca</u> Canada is responsible for the carrier selection for shipments of the goods supplied under this FMS contract. Instructions on how to obtain carrier selection from Canada are contained in U.S. Department of Defense 4000.25-8-M, Military Assistance Program Address Directory, and Canadian Special Instructions Indicator (SII). The Contractor

must not ship the goods until the SII has been complied with.

- 3. The Contractor must provide the following information to the DND Inbound Logistics contact when arranging for shipment:
 - a. the Contract number;
 - b. consignee address (if multiple addresses, items must be packaged and labeled separately with each consignee address);
 - c. description of each item;
 - d. the number of pieces and type of packaging (e.g. carton, crate, drum, skid);
 - e. actual weight and dimensions of each piece type, including gross weight;
 - f. copy of the commercial invoice (in accordance with clause <u>C2608C</u>, section 4, of the <u>Standard Acquisition Clauses and Conditions Manual</u>) or a copy of the Canada Border Services Agency form Cl1 <u>Canada Customs Invoice</u> (PDF 429KB) (<u>Help on File Formats</u>);
 - g. Schedule B codes (for exports) and the Harmonized Tariff Schedule codes (for imports);
 - h. North American Free Trade Agreement Certificate of Origin (in accordance with clause C2608C, section 2) for the U.S. and Mexico only;
 - i. full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, or International Air Transport Association regulations or the applicable Canadian <u>Dangerous Goods Shipping Regulations</u> and a copy of the material safety data sheet.
- 4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labelling, the marking of each piece with a Transportation Control Number and customs documentation.
- 5. The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.

- 6. If the Contractor delivers the goods at a place and time that are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.
- 7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

6.19 Release Documents, Quality Assurance Code Q

<u>D5604C</u> (2008-12-12) Release Documents (Department of National Defence) - Foreign-based Contractor

OR

<u>D5605C</u> (2021-05-20) Release Documents (Department of National Defence) - United States-based Contractor

OR

<u>D5606C</u> (2017-11-28) Release Documents (Department of National Defence) - Canadian-based Contractor

AND

<u>D5620C</u> (2012-07-16) Release Documents - Distribution – (For QAC: Q) The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

- a. One (1) copy mailed to consignee marked: "Attention: Receipts Officer";
- b. Two (2) copies with shipment (in a waterproof envelope) to the consignee;
- c. One (1) copy to the Contracting Authority:

National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A OK2 Attention: Dany Lebel, DAP 2-2-5-2

- d. One (1) copy to the Quality Assurance Representative;
- e. One (1) copy to the Contractor; and
- f. For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration National Defence Headquarters Mgen George R. Pearkes Building 101 Colonel By Drive Ottawa, ON K1A OK2 E-mail: <u>ContractAdmin.DQA@forces.gc.ca</u>.

ANNEX "A"

STATEMENT OF WORK

1.0 Scope

1.1 Purpose

The Royal Canadian Air Force (RCAF)/Department of National Defence (DND) has a requirement for a Search and Rescue Technician (SAR Tech) Descent Device to allow for controlled rope descents during Search and Rescue (SAR) operations. This statement of work (SOW) defines the requirements for the acquisition of a descent device (hereinafter referred to as the Descent device).

1.2 Background

The SAR Techs have identified that the in service descent device has had numerous failures during its use and a replacement descent device has been requested.

RCAF SAR Techs are expected to conduct rescue operations in support of the Canada's enduring core missions (conduct daily domestic and continental operations, including the Arctic through NORAD (North American Aerospace Defense Command), support civilian authorities during a crisis in Canada such as a natural disaster; and deploy forces in response to crisis elsewhere in the world for shorter periods).

In accordance with the Canadian Aeronautical Maritime Search and Rescue (CAMSAR) Manual, SAR Techs are mandated to conduct rescue operations from Rotary Wing (RW) SAR aircraft. SAR Techs must be able to carry out entry operations from RW aircraft via hoisting to the area of operations. In the event that the intended landing zone is beyond the length of the hoist cable, a rope bag with a Descent device must be used by the SAR Tech to be lowered to the ground.

As such, there is a requirement for a SAR-Descent device to enable entry to the area of operations, conducted from a SAR RW platform.

1.3 Terminology

1.3.1 The following is a list of acronyms that can be used in this SOW or any communication regarding this SOW:

Canadian Armed Forces Canadian Aeronautical and Maritime Search and Rescue Manual Canadian Forces Technical Order Department of National Defence Original Equipment Manufacturer Operational Test and Evaluation Petroleum, Oil and Lubricants Royal Canadian Air Force Rotary Wing Quality Assurance Authority Search and Rescue

2.0 APPLICABLE DOCUMENTS

The Bidder is responsible for obtaining all commercially available technical specifications and standards.

B-GA-209-001/FP-001, 30 Sep 2014 - Canadian Aeronautical and Maritime Search and Rescue Manual (CAMSAR)

D-01-400-002/SF-000 - Specification for Levels of Engineering Drawings and Associated Lists

D-02-002-001/SG-001 - Canadian Forces Standard Identification Marking of Canadian Military Property

C-01-100-100/AG-006 - Writing, Format and Production of Technical Publications

NFPA 1983 Standard on Life Safety Rope and Equipment for Emergency Services

ISO 22159:2007 Personal Equipment for Protection against Falls — Descending Devices

3.0 REQUIREMENTS

3.1 The SAR-Descent Device must comply with the following mandatory technical requirements.

Operational Requirements

- a. The Descent device must be capable of allowing for a controlled descent of a user from an anchored point;
- b. The Descent device must provide a hands free auto stop;
- c. The Descent device must provide self-braking during descent;
- d. The Descent device must have a working load of min 30kg to maximum of 150kg for a single user;
- e. The Descent device must allow for easy installation and removal of rope while attached to anchor point;
- f. The Descent device must meet Type 3 Descending device in accordance with ISO 22159:2007or equivalent;
- g. The Descent device must meet NFPA 1983-2017 or equivalent;
- h. The Descent device must be compatible with Type KM III 11 mm static Kernmantle rope;
- i. The Descent device must be capable of controlled descent to a maximum height of 300 ft;
- j. The Descent device must allow for use in all lighting and environmental conditions within the SAR Tech work environment;

3.1.2 Maintainability

- All components must be designed for ease of maintenance. CAF users and technicians will carry out inspections and maintenance. A complete overhaul shall not be required over the life of the system;
- b. Routine operator/first line daily maintenance by RCAF SAR Techs must not exceed 30 minutes;

c. All routine maintenance tasks must be accomplished with the minimum use of special tools or equipment, if special tools or jigs are required for maintenance they must be identified and become part of the proposal;

3.1.3 Environmental Sustainability

- a. The Descent device will be used in climatic zones anywhere in Canada, day or night, 365 days a year.
- b. The descent device shall exhibit no structural, visible or operational degradation when subjected to extremes of operating conditions including:
 - i Extremes of operating conditions are defined as:

i	Climate zones A2 to C3 in accordance with Allied
	Environmental Conditions and Test (AECTP)-230
	(Ed-1) Climatic Conditions;
ii.	Altitudes from sea level to 10,000ft above sea level
	equivalent pressure;
iii.	Rain and snow; and
iv.	Saltwater environments.

3.1.4 **Reliability and Durability**

a. The Descent device must be resistant to Petroleum, Oil and Lubricants (POL) and biohazardous material contamination without compromising system integrity (CAN/CGSB-65.16-2005 Para 5.9)

3.1.5 **Qualification**

- a. The Descent device must meet Type 3 Descending device in accordance with ISO 22159:2007;
- b. The Descent device must meet NFPA 1983-2017 or equivalent;

4.0 QUALITY CONTROL

4.1.1 **Quality Assurance Authority**

Inspections

Quality Assurance Authority

a. The Quality Assurance Authority is the Government agency responsible for providing assurance that material and services supplied by the contractor conform to specified requirements. The Quality Assurance Authority will be designated in the contract.

Responsibility for Inspection

- b. The contractor is responsible to conduct all inspections and tests of production units for compliance to standards and specifications.
- c. The QAA reserves the right to perform any verification or test activities deemed necessary to confirm that the materials and services conform to the specification and the contract requirements.

5.0 INTEGRATED LOGISTICS SUPPORT

5.1 DELIVERABLES

5.1.1 **Deliverable Documentation**

The contractor must provide DND with one (1) hard copy and one electronic reproducible copy of the following technical data free of IP considerations for DND's use and conversion to Canadian Forces Technical orders:

Maintenance Manual. The Contractor shall prepare and submit to DND an OEM Manual covering the description, operation, maintenance, repair, parts list, drawings, photos, and exploded views for the Descent device. The Maintenance manual shall be in Contractor format, and is provided for validation during the Bid Evaluation. The Operating and Maintenance manual may be the same document.

5.1.2 **Delivery Schedule**

- a. The Contractor must provide DND with 2 Descent device for bid evaluation delivered with bid proposal.
- b. The Contractor must provide DND with 100 Descent devices for operational use within 120 days after contract award.

5.1.3 Initial and Regenerative Training

The Contractor must provide DND with an initial training and a regenerative training package for both operators and technicians..

- a. Initial training to field the system with qualified personnel must be provided by the contractor at Comox, B.C at times as determined by DND. The training must include but may not be limited to: introduction, description, maintenance, inspection, testing, repair and overhaul, cleaning, repair, operation and use of the Descent device. The initial training will include hands on technical training.
- b. Regenerative training package to be used by qualified personnel to train other DND/RCAF maintainers and operators. The training package must include but may not be limited to: introduction, description, maintenance, inspection, testing, repair and overhaul, cleaning, repair, operation and use of the Descent device.

5.2 RECOMMENDED SPARE PARTS LIST AND PROVISION FOR SPARE PARTS

5.2.1 Recommended Spare Parts List

The contractor must prepare and submit to DND a Recommended Spare Parts List applicable to the parts breakdown as indicated in the operation and maintenance manual(s). The document must also provide for each component the Part Number and associated NSN if available, the replacement cost and the manufacturer and shelf life if any. Company specific part numbers that carry a common industry associated part number must have both part numbers listed.

5.2.2 **Provision of Spare Parts**

The contractor must be able to support follow on buys of the Descent device, spares, and spare parts as and when requested by DND.

5.3 Identification – Production Units

5.3.1 Identification Marking

Identification marking information for each Descent device must be permanently marked in accordance with D-02-002-001/SG-001. Each Descent device shall have an identification label or plate. The label or plate must contain the following:

- a. Item name;
- b. Manufacture's Name;
- c. Serial Number;
- d. Part number; and
- e. Date of Manufacture

ANNEX "B"

BASIS OF PAYMENT

Item	Item Description	Qty	Firm Unit Price	Applicable Taxes	Delivery Date	Extended Price
1	SAR Tech Descent Device	100	\$	\$		\$
2	Technical Documentation	1 (one)	\$	\$		\$
3	Technical Documentation – for internal publication and translation	1 (one)	\$	\$		\$
4	Technical Drawings and specifications for cataloguing	1 (one)	\$	\$		\$
5	Technical Documentation: Spares List	1 (one)	\$	\$		\$
6	Training Aides and Resources	1 (one)	\$	\$		\$
7	On-site Operator and Maintainer Training	1 (one)	\$	\$		\$
SUB 1	TOTAL					\$
APPL	ICABLE TAXES			INSERT	GST	\$
				AMOUNT AS	HST	\$
					PST	\$
ΤΟΤΑ	L					\$

ANNEX "C" to PART 3 OF THE BID SOLICITATION ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- () Direct Deposit (Domestic and International);
- () Electronic Data Interchange (EDI);
- () Wire Transfer (International Only);

ANNEX "D" to PART 4 OF THE BID SOLICITATION

TECHNICAL EVALUATION PLAN

1. General

The Search and Rescue Technician Descent Device initiative serves to procure the latest in descent device protection and functionality.

Evaluation of a system of this type is complex and will be broken into two phases. Phase 1 is the initial down select. Phase 2 will consist of a User Performance Evaluation to determine the winning bid.

Phase 1 will consist of an evaluation of compliance to all mandatory requirements, and sample inspection. Bidders not meeting all mandatory requirements in Phase 1 will not continue to Phase 2.

Phase 2 will consist of the evaluation of systems against user acceptance trials and surveys with point rated criteria and cost against a 60% technical, 40% cost ratio. The Bidder with the highest score from all evaluations will be awarded the final contract for production.

- 1.1 Phase 1 Sample Requirements
 - 1.1.1 Bidders must provide 2 complete descent device as defined in SOW.
 - 1.1.2 Phase 1 Documentation Requirements to include all 3rd party test reports to support mandatory requirements.

1.1.2a For each requirement where "Sample" is identified in the "Compliance Required" column, Bidders must provide a sample of the proposed product addressing the mandatory requirements.

1.1.2b For each requirement where "TR" (Test Report) is identified in the "Compliance Required" column, Bidders must provide detailed test reports from an accredited third party test laboratory to confirm that the equipment offered fully complies with the mandatory requirement.

1.1.2c For each requirement where "TD" (Technical Document) is identified in the "Compliance Required" column, Bidders must provide hard copy documentation in English to confirm compliance with the mandatory requirement. Technical documents can include material specifications or a signed certificate of compliance.

- 1.1.3 Bidders must provide all documentation as requested.
- 1.1.4 Documentation must be hard copy and electronic version in English.
- 1.1.5 Documentation must reference the applicable standard(s) defined in the mandatory requirement of the SOW.
- 1.1.6 Documentation must be provided in a sequential order to the mandatory requirements with a defined table of content or index.

1.3 Phase 1 Scoring Methodology

- 1.3.1 Bidders must meet all mandatory requirements.
- 1.3.2 All mandatory requirements will be assessed either as a pass or a fail.

2.

Definition.

2.1 <u>Deviation.</u> A deviation is defined as a failure to meet an essential performance or design requirement outlined in SOW.

2.2 <u>Infraction.</u> An infraction is defined as a workmanship or construction issue evaluated to directly affect the serviceability of the item.

2.3 <u>Observation.</u> An observation is defined as a workmanship or construction issue or documentation error that does not necessarily affect serviceability of the item but affects the overall quality of the item.

3. Non-Compliance criteria.

3.1 <u>Deviations.</u> For criteria marked as Deviation, samples and documentation must have no errors, missing parts, missing data, or other deviations. Any samples or documentation received as part of the bid that contain any deviation, will be deemed non-compliant and receive no further evaluation.

3.2 <u>Infraction</u>. For criteria marked as Infraction, samples or documentation received as part of the bid that contain more than three (3) infractions as defined, will be deemed non-compliant. Infractions noted and referenced in the TECHNICAL EVALUATION REQUIREMENTS must be corrected at pre-production. Infractions will be communicated to the Bidder by the Procurement Authority. Compliance will be reviewed by Technical Authority at pre-production.

3.3 <u>Observation</u>. For criteria marked as Observations, there will not be any impact on pass or fail of the bid. However, observations noted and referenced must be corrected at pre-production. Workmanship or construction issues found with the submission not listed at Technical Evaluation will be deemed as an observation. Observations will be communicated to the Bidder by the Procurement Authority. Compliance will be reviewed by Technical Authority at pre-production.

4.0 Evaluation methodology.

4.1 Bid submissions will be evaluated against the criteria in this table. Bid responsiveness will be evaluated based on the classification of the infraction as per the non-compliance criteria. When documentation is requested to verify compliance, documents must be provided with bid submission.

PHASE 1

SOW Section Reference	Mandatory Requirements	Compliance Evidence Required from Bidder	DND Evaluation Method		Classification of Infraction		Bidder's Compliance		DND remarks
				Deviation	Infraction	Observation	Met	Not Met	
SOW 3.1(a)	The Descent device must be capable of allowing for a controlled descent of a user from an anchored point.	TR	Review third party test report for compliance						
SOW 3.1. (b)	The Descent device must provide a hands free auto stop.	TR	Review third party test report for compliance						
SOW 3.1(c)	The Descent device must provide self-braking during descent.	TR	Review third party test report for compliance						
SOW 3.1(d)	The Descent device must have a working load of min 30kg to maximum of 150kg for a single user	TR	Review third party test report for compliance						
SOW 3.1 (e).	The Descent device must allow for easy installation and removal of rope while attached to anchor point	Sample	Visual inspection						
SOW 3.1 (f)	The Descent device must meet Type 3 Descending device in accordance with ISO 22159:2007 or equivalent.	TR	Review third party test report for compliance with Type 3 Descending device in						

			accordance with ISO 22159:2007		
SOW 3.1 (g)	The Descent device must meet NFPA 1983-2017 or equivalent	TR	Review third party test report for compliance with NFPA 1983-2017 or equivalent		
SOW 3.1. (h)	The Descent device must be compatible with Type KM III 11 mm static Kernmantle rope.	TR	Review third party test report for compliance		
SOW 3.1 (i)	The Descent device must be capable of controlled descent to a maximum height of 300 ft	TR	Review third party test report for compliance		
SOW 3.1.2 (c)	All routine maintenance tasks must be accomplished with the minimum use of special tools or equipment, if special tools or jigs are required for maintenance they must be identified and become part of the proposal.	TD	Review User manual		

NOTE:

- For each requirement where "Sample" is identified in the "Compliance Required" column, Bidders must provide a sample of the proposed product addressing the mandatory requirements.

- For each requirement where "TR" (Test Report) is identified in the "Compliance Required" column, Bidders must provide detailed test reports from an accredited third party test laboratory to confirm that the equipment offered fully complies with the mandatory requirement.
- For each requirement where "TD" (Technical Document) is identified in the "Compliance Required" column, Bidders must provide hard copy documentation in English to confirm compliance with the mandatory requirement. Technical documents can include material specifications or a signed certificate of compliance.

PHASE 2 User Performance Evaluation

4.2 Bid submissions will be evaluated against the criteria in this table. Bid responsiveness will be evaluation of systems against user trials and surveys using the scale in 4.2.1. Appendix 1 amplifies the criteria for 4.2.1.

4.2.1

Scale	Participant Perception	Definition	Score
1	Completely Unacceptable	The Descender Device did not meet any requirements for the task and had severe limitations that would prevent the User from completing the task.	1
2	Reasonably Unacceptable	The Descender Device met the minimal requirements for the task and had some limitations that may prevent the User from completing the task.	2
3	Barely Unacceptable	The Descender Device met some of the requirements for the task and performed in a manner that would permit the User to complete the task with some limitations on range of use.	3
4	Borderline	The Descender Device met some of the requirements for the task and performed in a manner that would permit the User to complete the task with only minor limitations on range of use.	4
5	Barely Acceptable	The Descender Device met some of the requirements for the task and performed well in the hands of the User with only minor limitations.	5
6	Reasonably Acceptable	The Descender Device met most of the requirements for the task and performed well in the hands of the User with minimal limitations.	6
7	Completely Acceptable	The Descender Device met or exceeded all requirements for the task and performed in every way expected by the User.	7

<u>4.2.2</u>

Descent Device					
Rate the acceptability of the Descent Device for	User Assessment	Comments			
the following criteria.					
	1 2 3 4 5 6 7				
C1. The Descent allows for a controlled					
descent of a user from an anchored point.					

.

C2. The Descent device provides a hands free auto stop when hands are released.		
C3 The descent allows for easy installation and removal of rope while attached to anchor point		
C4. Maintenance and inspection can be carried		
out with ease by users and maintenance		
technicians.		
Score	out of 28	

APPENDIX 1 USER ACCEPTANCE PERFORMANCE EVALUATION

A1.1 Scope

This Appendix details the User Acceptance Performance Evaluation for the SAR Descent Device.

A1.2 <u>Aim</u>

The aim of the User Acceptance Performance Evaluation is to evaluate the SAR Descent Device for functionality in mission related activities. The evaluation will consider the SAR Descent Device's to effectively operate as required.

A1.3 User Acceptance Performance Evaluation Plan

The evaluations are mission task-based and are focused on the operator's ability to effectively allow for controlled rope descents during Search and Rescue operations. The intent of the Descent Device is to provide a safe and functional device to allow for controlled rope descents. The tasks will be rated qualitatively using a systematic user rating.

A1.3.1 Participants

The participants will be selected from a user group based on their experience and skill sets.

User Acceptance Performance Evaluation Program

The User Acceptance Performance Evaluation will be conducted by DND at one facility within Canada over a period of a number of days depending on the number of Descent Devices to be assessed. Each participant will be required to complete the evaluations while using the descent device.

A1.3.2 User Rating

Participants will provide task evaluations at the completion of various activities for each Descent Devices. The trial data collected, including the participant evaluations, will be recorded on the Trial Questionnaire forms.

The participant evaluations will be captured by ratings of various criteria. A 7-point Likert scale will be used to provide a clear and understandable quantification of the participants' assessments in a controlled manner. The scale is defined as follows:

Scale	Participant Perception	Definition	Score
1	Completely Unacceptable	The STHS did not meet any requirements for the task and had severe limitations that would prevent the User from completing the task.	1
2	Reasonably Unacceptable	The STHS met the minimal requirements for the task and had some limitations that may prevent the User from completing the task.	2
3	Barely Unacceptable	The STHS met some of the requirements for the task and performed in a manner that would permit the User to complete the task with some limitations on range of use.	3
4	Borderline	The STHS met some of the requirements for the task and performed in a manner that would permit the User to complete the task with only minor limitations on range of use.	4
5	Barely Acceptable	The STHS met some of the requirements for the task and performed well in the hands of the User with only minor limitations.	5

7-Point Likert Scale

6	Reasonably Acceptable	The STHS met most of the requirements for the task and performed well in the hands of the User with minimal limitations.	6
7	Completely Acceptable	The STHS met or exceeded all requirements for the task and performed in every way expected by the User.	7

A1.3.3 Activities and Procedures

The User Acceptance Performance Evaluation activities are based upon operational related tasks performed by the defined users. The Descent Device will be tested in the following:

- a. Rope descents will be conducted from an anchor point. Evaluation will include the following:
 - i. Controlled descent;
 - ii. Emergency stops; and
 - iii. Controlled stops.
- b. Maintenance activities to be conducted using user manual to carry out inspections.

2. General

The Search and Rescue Technician Descent Device initiative serves to procure the latest in descent device protection and functionality.

Evaluation of a system of this type is complex and will be broken into two phases. Phase 1 is the initial down select. Phase 2 will consist of a User Performance Evaluation to determine the winning bid.

Phase 1 will consist of an evaluation of compliance to all mandatory requirements, and sample inspection. Bidders not meeting all mandatory requirements in Phase 1 will not continue to Phase 2.

Phase 2 will consist of the evaluation of systems against user acceptance trials and surveys with point rated criteria and cost against a 60% technical, 40% cost ratio. The Bidder with the highest score from all evaluations will be awarded the final contract for production.

- 2.1 Phase 1 Sample Requirements
 - 2.1.1 Bidders must provide 2 complete descent device as defined in SOW.
 - 2.1.2 Phase 1 Documentation Requirements to include all 3rd party test reports to support mandatory requirements.

1.1.2a For each requirement where "Sample" is identified in the "Compliance Required" column, Bidders must provide a sample of the proposed product addressing the mandatory requirements.

1.1.2b For each requirement where "TR" (Test Report) is identified in the "Compliance Required" column, Bidders must provide detailed test reports from an accredited third party test laboratory to confirm that the equipment offered fully complies with the mandatory requirement.

1.1.2c For each requirement where "TD" (Technical Document) is identified in the "Compliance Required" column, Bidders must provide hard copy documentation in English to

confirm compliance with the mandatory requirement. Technical documents can include material specifications or a signed certificate of compliance.

- 2.1.3 Bidders must provide all documentation as requested.
- 2.1.4 Documentation must be hard copy and electronic version in English.
- 2.1.5 Documentation must reference the applicable standard(s) defined in the mandatory requirement of the SOW.
- 2.1.6 Documentation must be provided in a sequential order to the mandatory requirements with a defined table of content or index.
- 1.3 Phase 1 Scoring Methodology
 - 1.3.1 Bidders must meet all mandatory requirements.
 - 1.3.2 All mandatory requirements will be assessed either as a pass or a fail.

2. Definition.

2.1 <u>Deviation.</u> A deviation is defined as a failure to meet an essential performance or design requirement outlined in SOW.

2.2 <u>Infraction.</u> An infraction is defined as a workmanship or construction issue evaluated to directly affect the serviceability of the item.

2.3 <u>Observation.</u> An observation is defined as a workmanship or construction issue or documentation error that does not necessarily affect serviceability of the item but affects the overall quality of the item.

3. Non-Compliance criteria.

3.1 <u>Deviations.</u> For criteria marked as Deviation, samples and documentation must have no errors, missing parts, missing data, or other deviations. Any samples or documentation received as part of the bid that contain any deviation, will be deemed non-compliant and receive no further evaluation.

3.2 <u>Infraction</u>. For criteria marked as Infraction, samples or documentation received as part of the bid that contain more than three (3) infractions as defined, will be deemed non-compliant. Infractions noted and referenced in the TECHNICAL EVALUATION REQUIREMENTS must be corrected at pre-production. Infractions will be communicated to the Bidder by the Procurement Authority. Compliance will be reviewed by Technical Authority at pre-production.

3.3 <u>Observation.</u> For criteria marked as Observations, there will not be any impact on pass or fail of the bid. However, observations noted and referenced must be corrected at pre-production. Workmanship or construction issues found with the submission not listed at Technical Evaluation will be deemed as an observation. Observations will be communicated to the Bidder by the Procurement Authority. Compliance will be reviewed by Technical Authority at pre-production.

4.0 Evaluation methodology.

4.1 Bid submissions will be evaluated against the criteria in this table. Bid responsiveness will be evaluated based on the classification of the infraction as per the non-compliance criteria. When documentation is requested to verify compliance, documents must be provided with bid submission.

PHASE 1

SOW Section Reference	Mandatory Requirements	Compliance Evidence Required from Bidder	DND Evaluation Method		Classification of Infraction		Bidder's Compliance		DND remarks
				Deviation	Infraction	Observation	Met	Not Met	
SOW 3.1(a)	The Descent device must be capable of allowing for a controlled descent of a user from an anchored point.	TR	Review third party test report for compliance						
SOW 3.1. (b)	The Descent device must provide a hands free auto stop.	TR	Review third party test report for compliance						
SOW 3.1(c)	The Descent device must provide self-braking during descent.	TR	Review third party test report for compliance						
SOW 3.1(d)	The Descent device must have a working load of min 30kg to maximum of 150kg for a single user	TR	Review third party test report for compliance						
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SOW 3.1 (f)	The Descent device must meet Type 3 Descending device in accordance with ISO 22159:2007	TR	Review third party test report for compliance with Type 3 Descending device in						

			accordance with ISO 22159:2007		
SOW 3.1 (g)	The Descent device must meet NFPA 1983-2017 or equivalent	TR	Review third party test report for compliance with NFPA 1983-2017 or equivalent		
SOW 3.1. (h)	The Descent device must be compatible with Type KM III 11 mm static Kernmantle rope.	TR	Review third party test report for compliance		
SOW 3.1 (i)	The Descent device must be capable of controlled descent to a maximum height of 300 ft	TR	Review third party test report for compliance		
SOW 3.1.2 (c)	All routine maintenance tasks must be accomplished with the minimum use of special tools or equipment, if special tools or jigs are required for maintenance they must be identified and become part of the proposal.	TD	Review User manual		

NOTE:

- For each requirement where "Sample" is identified in the "Compliance Required" column, Bidders must provide a sample of the proposed product addressing the mandatory requirements.

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PHASE 2 User Performance Evaluation

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4	Borderline	The Descender Device met some of the requirements for the task and performed in a manner that would permit the User to complete the task with only minor limitations on range of use.	4
5	Barely Acceptable	The Descender Device met some of the requirements for the task and performed well in the hands of the User with only minor limitations.	5
6	Reasonably Acceptable	The Descender Device met most of the requirements for the task and performed well in the hands of the User with minimal limitations.	6
7	Completely Acceptable	The Descender Device met or exceeded all requirements for the task and performed in every way expected by the User.	7

<u>4.2.2</u>

Descent Device		
Rate the acceptability of the Descent Device for	User Assessment	Comments
the following criteria.		
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descent of a user from an anchored point.		
C2. The Descent device provides a hands free		
auto stop when hands are released.		
C3 The descent allows for easy installation and		
removal of rope while attached to anchor point		
C4. Maintenance and inspection can be carried		
out with ease by users and maintenance		
technicians.		
Score	out of 28	

APPENDIX 2 USER ACCEPTANCE PERFORMANCE EVALUATION

A1.1 Scope

This Appendix details the User Acceptance Performance Evaluation for the SAR Descent Device.

A1.2 <u>Aim</u>

The aim of the User Acceptance Performance Evaluation is to evaluate the SAR Descent Device for functionality in mission related activities. The evaluation will consider the SAR Descent Device's to effectively operate as required.

A1.3 User Acceptance Performance Evaluation Plan

The evaluations are mission task-based and are focused on the operator's ability to effectively allow for controlled rope descents during Search and Rescue operations. The intent of the Descent Device is to provide a safe and functional device to allow for controlled rope descents. The tasks will be rated qualitatively using a systematic user rating.

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7	Completely	The STHS met or exceeded all requirements for the task and	7

7-Point Likert Scale

Acceptable performed in every way expected by the User.

A1.3.3 Activities and Procedures

The User Acceptance Performance Evaluation activities are based upon operational related tasks performed by the defined users. The Descent Device will be tested in the following:

- a. Rope descents will be conducted from an anchor point. Evaluation will include the following:
 - i. Controlled descent;
 - ii. Emergency stops; and
 - iii. Controlled stops.
- b. Maintenance activities to be conducted using user manual to carry out inspections.