

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 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

**REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION**

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

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

Comments - Commentaires

Title - Sujet AIR COMPRESSOR	
Solicitation No. - N° de l'invitation W8476-123227/B	Date 2012-04-19
Client Reference No. - N° de référence du client W8476-123227	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-524-60296	
File No. - N° de dossier hp524.W8476-123227	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-30	Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Hunt, Sandra	Buyer Id - Id de l'acheteur hp524
Telephone No. - N° de téléphone (819) 956-3993 ()	FAX No. - N° de FAX (819) 953-2953
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

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

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

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

This bid solicitation cancels and supersedes previous bid solicitation number W8476-123227/A dated 29 July 2011 with a closing of 12 September 2011 at 2:00 PM EDT.

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this requirement.

2. Requirement

Canada is seeking proposals to procure:

2.1 Two (2) Trailer Mounted, DED Portable One-Stage Air Compressors and related items as described in Annex "A" - Pricing and in accordance with Annex "B" - Purchase Description - Trailer Mounted Portable Air Compressors.

2.2 Irrevocable options identified in Annex "A" - Pricing.

2.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

2.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A" - Pricing.

2.2.3 The options may be exercised within twelve (12) months after contract award.

3. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

4. Interpretation

The mandatory requirements stated in this Request for Proposal use the words "shall" or "must" or "mandatory". Proposals not meeting all of the mandatory requirements will be given no further consideration.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (**2012-03-02**) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

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

Delete: sixty (60) days

Insert: ninety (90) days

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

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

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

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.

5. Improvement of Requirement During Solicitation Period

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

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (2 hard copies);

Section II: Financial Bid (1 hard copy);

Section III: Certifications and Additional Information (2 hard copies).

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

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

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

(<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders are encouraged to:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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.

2. 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.

Bidders must complete and submit by the bid closing date and time the following;

- 1) Appendix "1" - Technical Information Questionnaire - Configuration C.

2.1 Substitutes and Alternatives

Bidders may propose substitutes and alternatives where "**shall**^(E)" is indicated in the technical requirement description (Purchase Description/Statement of Requirement/Statement of Work).

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

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

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

- (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the evaluate the equivalency; or
- (b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.

2.1.3 In conducting the evaluation of bids, Canada may, but will have no obligation to request the bidder offering a substitute and/or an alternative, to provide a copy of the alternative standard and to demonstrate, at the bidder's sole cost, that it is equivalent to the technical requirement.

3. Section II: Financial Bid

Bidders must submit their prices in Annex "A"- Pricing in accordance with the Basis of Payment described in **Part 6 - RESULTING CONTRACT CLAUSES**, at **Clause 6.1 Basis of Payment**.

3.1 Exchange Rate Fluctuation

- 3.1.1 Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
- 3.1.2 Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
- 3.1.3 The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax or Harmonized Sales Tax, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
- 3.1.4 The foreign value of the foreign currency component of the bid or negotiated price must be provided before contract award. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
- 3.1.5 All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)
- 3.1.6 Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
- 3.1.7 If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this risk. Furthermore, preference will be

given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.

3.1.8 Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with clause C3015C, C3020C, C3025C, or C3030C.

4. Section III: Certifications and Additional Information

Bidders must submit the certifications required under **PART 5 - CERTIFICATIONS**.

4.1 Additional Information

Canada requests that bidders submit the following information:

4.1.1 Delivery

4.1.1.1 Firm Quantity

While delivery of the vehicle(s) is requested by 31 August 2012, the best delivery that can be offered is as follows:

Item 001 – Qty (2) Trailer Mounted, DED Portable One-Stage Air Compressors and related items will be delivered within _____ calendar days from the effective date of the contract.

4.1.1.2 Optional Quantity

If an option is exercised, the best delivery that can be offered is as follows:

Item 002 – Qty (up to four 4) Trailer Mounted, DED Portable One-Stage Air Compressors and related items will be delivered within _____ calendar days after an option is exercised.

4.1.2 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of twenty-four (24) months.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

2. Technical Evaluation

- 2.1 The purpose of the technical evaluation is to determine if the goods and/or services offered meet all mandatory technical requirements outlined in the documents enumerated hereafter and as required in **Section I - Technical Bid of Part 3 - BID PREPARATION INSTRUCTIONS:**
 - Appendix 1 - Technical Information Questionnaire - Configuration C; and
 - Annex "B" - Purchase Description - Trailer Mounted Portable Air Compressors.

3. Financial Evaluation

- 3.1 The purpose of the financial evaluation is to determine the aggregate price, based on the information submitted in Annex "A" - Pricing.
- 3.2 Aggregate Price Calculation

Bids will be evaluated on an aggregate price basis for the firm quantity and the optional quantity.
- 3.3 Any **Extended Warranty Period** offered will not be included in the financial evaluation and further negotiations may be required.

4. Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify the bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Certifications Precedent to Contract Award

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

1.1 Federal Contractors Program - over \$25,000 and below \$200,000

Suppliers who are subject to the Federal Contractors Program (FCP) and have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive federal government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

- (a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

-
- (b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;
- (c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC, having not bid on requirements of \$200,000 or more;
- (d) () has not been declared an ineligible contractor by HRSDC, and has a valid certificate number as follows: _____.

Further information on the FCP is available on the HRSDC Web site.

[Http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml](http://www.hrsdc.gc.ca/eng/labour/equality/fcp/index.shtml)

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement associated with this requirement.

2. Requirement

2.1 The Contractor must deliver Two (2) Trailer Mounted, DED Portable One-Stage Air Compressors and related items as described in Annex "A" - Pricing and in accordance with Annex "B" - Purchase Description - Trailer Mounted Portable Air Compressors.

2.2 The Contractor grants to Canada irrevocable options identified in Annex "A" - Pricing.

2.2.1 The options may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

2.2.2 The options may be exercised in whole or in part and on more than one occasion at the sole discretion of Canada, up to the maximum quantity identified in Annex "A" - Pricing.

2.2.3 The options may be exercised within twelve (12) months after contract award.

2.3 Optional Extended Warranty Period

The Contractor grants to Canada the irrevocable option to extend the warranty period for an additional (to be inserted by PWGSC at time of contract award) months, under the same terms and conditions and at the price stated in the Contract at Annex "A" - pricing. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The Contracting Authority may exercise the option within ninety (90) calendar days after contract award and/or the exercising of an option by sending a written notice to the Contractor.

3. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<http://sacc.pwgsc.gc.ca/sacc/index-e.jsp>) issued by Public Works and Government Services Canada.

3.1 General Conditions

2010A (2012-03-02) General Conditions - Goods (Medium Complexity), apply to and form part of the contract.

3.1.1 **Section 09** entitled **Warranty** of general conditions **2010A** is amended by deleting subsection 2 in its entirety and replacing it with the following:

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.

If action to effect repairs under warranty cannot be initiated within **two (2)** working days and completed within a reasonable length of time or if the Contractor has no repair facilities in the immediate vicinity (**within 100 kilometres**) of the specified delivery destinations (consignees), the Department of National Defence reserves the right to make such repairs and be reimbursed by the Contractor at the rate of **\$103.91** per hour for labour and the cost for replaced parts."

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

All other provisions of the warranty section remain in effect.

4. Term of Contract

4.1 Delivery of Vehicles

4.1.1 Firm Quantity

Delivery date of the vehicles must be made as follows:

Item 001 - Qty (2) Trailer Mounted, DED Portable One-Stage Air Compressors and related items must be delivered on or before _____ (Date to be inserted by PWGSC the Contracting Authority at time of contract award.)

4.1.2 Option Quantity

Item 002 - (Qty up to 4) Trailer Mounted, DED Portable One-Stage Air Compressors and related items to be delivered within _____ calendar days after an option is exercised. (Days to be inserted by PWGSC the Contracting Authority at time of contract award.)

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Sandra Hunt
Title: Supply Specialist
Organization: Public Works and Government Services Canada - Acquisitions Branch
LEFT Directorate, HP Division,
7A2, Place du Portage, Phase 3, 11 Laurier Street, Gatineau Quebec,
K1A 0S5
Telephone: 819 956-3993
Facsimile: 819 953-2953
E-mail: sandra.hunt@pwgsc-tpsgc.gc.ca

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

5.2 Procurement Authority

The Procurement Authority for the Contract is:

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

Title: _____

Organization: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____

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

5.3 Technical Authority:

The Technical Authority for the Contract is:

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

Title: _____

Organization: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____

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

5.4 Contractor's Representative

Name and telephone number of the person responsible for :

General enquiries

Name: _____ (To be completed by the Bidder)

Title: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____

Delivery follow-up

Name: _____ (To be completed by the Bidder)

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____

5.5 After Sales Service

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

Item 001:

Name: _____(To be completed by the Bidder)

Address: _____

Telephone Number: _____

Distance between the delivery location and the dealer and/or agent: _____km

6. Payment

6.1 Basis of Payment - Firm Unit Price(s)

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm unit price(s) specified in Annex "A" - Pricing, and as follows:

Basis of Payment (BOP) Type 1: Firm unit prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services tax/Harmonized Sales Tax extra.

Basis of Payment (BOP) Type 2: Firm unit prices in Canadian dollars, FCA Free Carrier, Incoterms 2000 at Contractor's Canadian facility or Contractor's Canadian distribution point, including Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra.

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.

6.2 SACC Manual Clauses

H1001C Multiple Payments 2008-05-12

6.3 Exchange Rate/Payment on Delivery

6.3.1 The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments.

6.3.2 The price must be adjusted to reflect the exchange rate in effect and applied by Canada Border Services Agency (CBSA) on the date of importation, but only in respect of the foreign currency component detailed in the above form.

6.3.3 No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.

6.3.4 On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In addition, the invoice must be accompanied by a copy of CBSA Form B3-3, Canada Customs Coding Form, for the imported goods, services or both.

6.3.5 Canada will have the right to audit any revision to costs and prices under this clause.

7. Invoicing Instructions

7.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions including the Client Ref # BT213. Invoices cannot be submitted until all work identified in the invoice is completed.

Each invoice must be supported by:

- (a) a copy of the release document and any other documents as specified in the Contract;

7.2 Invoices must be distributed as follows:

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

National Defence Headquarters
Mgen George R. Pearkes Bldg
101 Colonel By Drive
Ottawa, Canada
K1A 0K2

Attention: DLP 10-3-2

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

7.3 Holdback

A ten percent (10%) holdback will apply on the total price of each vehicle; Items 001 & 002 on any due payment of the said vehicle/equipment. Release of the holdback (10%) is conditional upon receipt and certified acceptance by DND of the said vehicle and all related items as identified in Annex "A" - Pricing.

Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, 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 GST/HST payable as it was claimed and payable under the previous invoice.

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

8. Certifications

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.

9. Applicable Laws

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

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) 2010A (2012-03-02) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Pricing;
- (d) Annex "B" - Purchase Description - Trailer Mounted Portable Air Compressors;
- (e) Appendix 1- Technical Information Questionnaire - Configuration C.
- (f) the Contractor's bid dated _____

11. SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2008-05-12
A9049C	Vehicle Safety	2011-05-16
C2800C	Priority Rating	2011-05-16
C2801C	Priority Rating - Canadian-based Contractors	2011-05-16

D3010C	Dangerous Goods/Hazardous Products	2007-11-30
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2011-05-16
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5545C	ISO 9001:2000 - Quality Management Systems - Requirements (QAC C)	2010-08-16
D5604C	Release Documents - Foreign based Contractor	2008-12-12
D5605C	Release Documents - US based Contractors	2010-01-11
D5606C	Release Documents - Canadian-based Contractors	2007-11-30
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2008-05-12

12. Inspection and Acceptance

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

13. Preparation for Delivery

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

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

All vehicles delivered to the consignee are to be delivered between the hours of 8:00 am and 4:00 pm Monday through Friday, except Federal holidays. Any attempt by the carrier to deliver vehicles before or after these hours may be refused unless arrangements have been made for authorized, qualified personnel to be available to perform inspections and to accept the delivery. 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.

14. Shipping Instructions - Delivery at Destination (For Firm quantities)

- 14.1 The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (as detailed at Annex 'A' - Pricing). Unless otherwise directed, delivery must be made by the most economical means. Shipping charges must be shown as a separate item on the Contractor's invoice. The Contractor is responsible for all delivery charges,

administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.

- 14.2 The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the contacts specified in Annex "A"- Pricing. The consignee may refuse shipments when prior arrangements have not been made.

15. Shipping Instructions (DND) - Canadian-based Contractor (Optional Quantities)

- 15.1 Delivery will be FCA Free Carrier at the Contractor's Canadian facility or Contractor's Canadian distribution point, 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.

- 15.2 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 15.3.

Inbound Logistics Central Area (ILCA)

Telephone: 1-866-371-5420 (toll free)

Facsimile: 1-866-419-1627 (toll free)

E-mail: ILCA@forces.gc.ca

- 15.3 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 labeled 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 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, the International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the material safety data sheet.

-
- 15.4 Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, and the marking of each piece with a Transportation Control Number.
- 15.5 The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.
- 15.6 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.
- 15.7 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.

16. Shipping Instructions (DND) - Foreign-based Contractors (optional quantities)

- 16.1 Delivery will be FCA Free Carrier at the Contractor's Canadian facility or Contractor's Canadian distribution point, 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.
- 16.2 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 16.3.

- (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: ILHQOttawa@forces.gc.ca

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: CFSUEDetUKMovements@forces.gc.ca

In addition, the Contractor must send to ILUK the completed form "Shipping Advice and Export Certificate" by e-mail to:

CFSUEDetUKMovements@forces.gc.ca.

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: ILEA@forces.gc.ca

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: ILHQOttawa@forces.gc.ca

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.

16.3 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 C2608C, section 4, of the Standard Acquisition Clauses and Conditions Manual) or a copy of the Canada Border Services Agency form CII, Canada Customs Invoice;
- (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 Dangerous Goods Shipping Regulations and a copy of the material safety data sheet.

16.4 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.

16.5 The Contractor must not ship goods before receiving shipping instructions from the DND Inbound Logistics contact.

16.6 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.

16.7 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.

17. Release Documents - Distribution

The Contractor must prepare the release documents and distribute them as follows:

- (a) Copy 1: mail to consignee marked: "Attention: Receipts Officer";
- (b) Copies 2 and 3: with shipment (in a waterproof envelope) to the consignee;
- (c) Copy 4: to the Contracting Authority;
- (d) Copy 5: to:
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2

Attention: DLP 10-3-2
- (e) Copy 6: to the Quality Assurance Representative;
- (f) Copy 7: to the Contractor;
- (g) Copy 8: all non-Canadian Contractors to:

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

18. Post-Contract Award Meeting/Pre-Production Meeting

Within ten (10) working days of the receipt of the Contract, the Contractor must contact the Technical Authority to determine the details of a pre-production meeting. The meeting will be held at the Contractor's plant _____ (specify location). Cost of holding such pre-production meeting must be included in the price of the bid. Please note that the travel and living expenses for Government Personnel will be arranged and paid for by the Canada.

19. Progress Reports

The contractor must prepare and submit monthly progress reports in two (2) copies, one to the DND Procurement Authority and one copy of the report must also be forwarded to the PWGSC Contracting Officer.

Each progress report must address the following questions:

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

20. Tools and Loose Equipment

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

21. Spare Parts Availability

The contractor must ensure that spare parts required to properly maintain and repair the complete vehicle covered by this specification will be available for purchase by the Department of National Defence, or its authorized agents, for a period of **ten (10) years**.

22. Material

Material supplied must be new unused and of current production by manufacturer. (2012 model-year or later).

23. Design Changes

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

24. Interchangeability

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

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Amd. No. - N° de la modif.

File No. - N° du dossier

hp524W8476-123227

Buyer ID - Id de l'acheteur

hp524

CCC No./N° CCC - FMS No/ N° VME

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25. Packaging

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

26. Service at Delivery

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

ANNEX "A" - PRICING

Item 001 Trailer Mounted, DED Portable One-Stage Air Compressors (**Firm Quantity**)

The Contractor must deliver the vehicle/equipment including sample manuals, approved manuals, CD of all manuals, data summary, photographs, warranty letter, initial parts kit, in accordance with the attached Annex "B" - Purchase Description - Trailer Mounted Portable Air Compressors.

The Trailer Mounted, DED Portable One-Stage Air Compressors and related items must be delivered to:

CFB SUP HALIFAX
Major Equipment Section
HMC Dockyard
Halifax, NS
B3K 5X5
Canada

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

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

Firm unit price of \$ _____ per vehicle, including all equipment and related items, in accordance with Basis of Payment Type 1 (as detailed at Clause 6.1 Basis of Payment).

Quantity: two (2)

Item 002 Trailer Mounted, DED Portable One-Stage Air Compressors (**Optional Quantity**)

If this option is exercised, the Contractor must deliver the vehicle/equipment including the approved manuals, CD of all manuals, data summary, warranty letter(s), initial parts kit, in accordance with the attached Annex "B" - Purchase Description - Trailer Mounted Portable Air Compressors.

Firm unit price of \$ _____ per vehicle/equipment in accordance with Basis of Payment Type 2 (as detailed at Clause 6.1 Basis of Payment).

Quantity: Up to four (4)

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File No. - N° du dossier

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Buyer ID - Id de l'acheteur

hp524

CCC No./N° CCC - FMS No/ N° VME

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Item 003 Optional Extended Warranty Period

Optional warranty coverage available: YES _____ NO _____

If yes, Canada requests that the Bidder provide details and pricing information of any optional extended warranty period available for the vehicle/equipment and any related items.

(This item will not be included in the financial evaluation)

If exercised, the warranty period will be extended for an additional period of _____ months/calendar days.

Firm unit price of \$_____ Basis of Payment Type 2 (as detailed in Part 6)

Annex B

	<p style="text-align: center;">NOTICE</p> <p>This documentation has been reviewed by the technical authority and does not contain controlled goods.</p>
	<p style="text-align: center;">AVIS</p> <p>Cette documentation a été révisée par le responsable technique et ne contient pas de marchandises contrôlées.</p>

PURCHASE DESCRIPTION FOR

TRAILER MOUNTED PORTABLE AIR COMPRESSORS

1. SCOPE

1.1 **Scope** - This purchase description covers the requirements for trailer mounted, diesel engine driven and portable one-stage air compressors.

1.2 **Instructions** - The following instructions apply to this Purchase Description:

- (a) Requirements, which are identified by the word "**shall**", are mandatory. Deviations will not be permitted;
- (b) Requirements identified by "**shall**^(B)" are mandatory. The Technical Authority will consider substitutes/alternatives for acceptance as an Equivalent;
- (c) Requirements identified with a "will" define actions to be performed by Canada and require no action/obligation on the Contractor's part;
- (d) Where "**shall**", "**shall**^(B)", or "will" are not used, the information provided is for guidance only;
- (e) In this document "provided" **shall** mean "provided and installed";
- (f) Where technical certification is required, a copy of the certification or an acceptable proof of compliance **shall** be provided upon request;

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- (g) Metric measurements **shall** be used to define the requirement. Other measurements are for reference only and may not be exact conversions; and
- (h) Dimensions stated as nominal **shall** be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

1.3 **Definitions** - The following definitions apply to the interpretation of this Purchase Description:

- (a) "Technical Authority" - The government official responsible for technical content of this requirement;
- (b) "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; and
- (c) "Proof of Compliance" - A document such as a brochure, a third party test report, a report generated by third party software, or a certificate of attestation signed by a senior representative of the Original Equipment Manufacturer (such as a certified engineer) indicating the performance and/or feature specified.

1.4 **Configuration Capability Table** - Vehicles covered by this Purchase Description are represented as configurations. The following table shows required performance and dimensions by configuration with a clause reference.

DESCRIPTION	CLAUSE	UNITS	CONFIGURATION				
			A	B	C	D	E
HIGHWAY TOWING SPEED	3.4 (a)	km/h			100		
		mph			63		
GRAVEL ROAD TOWING SPEED	3.4 (b)	km/h			40		
		mph			25		
CROSS-COUNTRY TOWING SPEED	3.4 (c)	km/h			10		
		mph			6.3		
MAXIMUM WEIGHT	3.4.4	kg			4,590		
		lbs			10,100		
COMPRESSOR CAPACITY	3.5.1 (e)	L/s			87		
		cfm			184		
RATED OPERATING PRESSURE	3.5.1 (e)	kPa			689		
		PSI			100		
MAXIMUM OPERATING PRESSURE	3.5.1 (e)	kPa			861		
		PSI			125		
80% POWER RUN-TIME CAPACITY	3.8.2	Hours			8		

2. **APPLICABLE DOCUMENTS**

2.1 **Government Furnished Documents - NOT APPLICABLE**

2.2 **Other Publications** - The following documents form part of this Purchase Description. Web sites for the organization are given when available. Effective documents are those in effect on date of manufacture. Sources are as shown:

SAE Handbook

Society of Automotive Engineers Inc.
400 Commonwealth Dr.,
Warrendale, PA, 15096
<http://www.sae.org>

Canadian Motor Vehicle Safety Standards (CMVSS)

Transport Canada,
Road Vehicle and Motor Vehicle Regulation,
330 Sparks Street, Tower C,
Ottawa, Ontario K1A 0N5
<http://www.tc.gc.ca/eng/acts-regulations/regulations-crc-c1038.htm>

3. REQUIREMENTS

3.1 Standard Design - The vehicle/equipment *shall*:

- (a) Be the latest model. The manufacturer *shall* have manufactured and sold this type and size class of vehicle for at least 1 year;
- (b) Have engineering certification available, upon demand, for this application from the original manufacturers of major equipment systems and assemblies;
- (c) Conform to all applicable laws, regulations and industrial standards governing manufacture, safety, noise levels and pollution in effect in Canada at the time of manufacture; and
- (d) Have system and component capacities not greater than their published ratings (i.e. product or component brochures) or accompanied by proof of compliance.

3.2 Operating Conditions

3.2.1 Weather - The vehicle/equipment *shall* operate under the extremes of weather conditions found in Canada in temperatures ranging from -30 to 37° C (-32 to 99° F).

3.2.2 Terrain - Trailers *shall* be operable after being towed on highways, secondary roads and gravel roads.

3.3 Safety Standards

3.3.1 Noise Level - The vehicle/equipment noise levels *shall* meet the requirements of legislation relative to Occupational Safety and Health.

3.3.2 Vehicle Safety Regulations - The trailer *shall* meet the provisions of the Canada Motor Vehicle Safety Act in effect on the date of manufacture of the trailer. The trailers *shall* carry the National Safety Mark.

3.4 Performance - Trailers *shall* operate satisfactorily when carrying materiel for jack hammering in the equipment compartments. Trailers *shall* be capable of being towed with a full load on:

- (a) Highways and secondary roads at speeds of at least than given as "**HIGHWAY TOWING SPEED**" in the Configuration Capability Table;
- (b) Gravel roads at speeds of at least that given as "**GRAVEL ROAD TOWING SPEED**"; and
- (c) Cross-country at speeds of at least that given as "**CROSS-COUNTRY TOWING SPEED**".

3.4.1 **Towing Ability** - Trailers *shall* follow the towing vehicle without weaving or side sway. Trailers *shall* be capable of horizontal articulation up to 50 degrees without interference with the towing vehicle.

3.4.2 **Trailer Delivery Condition** - The trailer *shall* be delivered to destination in a fully operational condition (serviced and adjusted). Both the interior and exterior of the trailer *shall* be cleaned. If the trailer requires assembly at destination, the Contractor *shall* be responsible for all manpower and equipment to perform assembly. The consignee will provide the area required for assembly. For shipment verification, all items such as wheel wrenches, jacks, and all other tools, equipment and accessories which are shipped loose with the equipment, *shall* be listed on the shipping certificate or to an attached packing note.

3.4.4 **Trailer Weight Limit** - The trailer can weigh no more than that given as "**MAXIMUM WEIGHT**" in the Configuration Capability Table.

3.5 **Equipment**

3.5.1 **Application Equipment** - Equipment/features below *shall* be provided:

- (a) **Drawbar** - A drawbar or "A" frame, designed to carry at least 30 per cent of trailer gross weight. The drawbar *shall* have a lunette (tow bar eye) conforming to SAE Recommended Practice J847. Trailers *shall* be capable of being towed with a Reece Class III/IV HD Receiver. The hitch connector *shall* have an adjustable height. It is preferred that the height range be between 381 - 482 mm (15 - 19 in) above the ground;
- (b) **Landing Gear** - Landing gear with a positively locked travel position and with the capability of lifting a fully loaded trailer.
- (c) **License Plate Holder** - A license plate holder. The holder *shall* have operating lights (LED lights are preferred);
- (d) **Stowage Box** - A stowage box, appropriate for storage of jack-hammering equipment. The stowage box *shall*^(B):
 - i Have a tool compartment. It is preferred that the volume is equivalent to the volume of a 250 X 760 X 250 mm (10 X 30 X 10 in) (WxLxH) box;
 - ii Have a hinged and sealed cover;
 - iii Be self-draining with a means of preventing water from entering through the drain opening; and
 - iv Have a door which is lockable. It is preferred that the locks use the same key as the compressor ignition.

- (e) **Compressor** - A trailer mounted compressor. The compressor *shall*:
- i Deliver an air volume of at least that given as "**COMPRESSOR CAPACITY**" in the Configuration Capability Table;
 - ii Have a regulation system to vary the volume of air released by the compressor. The air volume control *shall* vary the air volume from 0 - 100%.
 - iii Deliver an air pressure in normal operation of at least that given as "**RATED OPERATING PRESSURE**" in the Configuration Capability Table;
 - iv Have the capability to deliver a maximum air pressure of at least that given as "**MAXIMUM OPERATING PRESSURE**" in the Configuration Capability Table;
 - v Have a central drain for each air tank;
 - vi Have at least a dual stage dry-type air filter;
 - vii Have a cooler for the compressor fluid; and
 - viii Have a dual screw air end with nozzles appropriate for a jackhammer.
- (f) **Protective Shelter** - A protective shelter. The shelter *shall* be a heavy duty metal or polyethylene cover to protect the compressor, engine and stowage box.
- i The shelter *shall* be designed so as to provide access areas large enough for a 95th percentile male to access and service the air filters, fuel tank, batteries, engine, compressor, compressor cooler, radiator and tool compartment(s). It is preferred that the entire protective shelter be mounted on hinges to tilt away completely.
 - ii Where access doors are used on the shelter, they *shall*^(E) have stainless steel hinges and T-type door retainers.
- (g) **Safety Chains** - Two safety chains with snap hooks. The safety chains *shall* be in accordance with SAE Recommended Practice J697;
- (h) **Trailer Tie-Down Devices** - The trailer *shall* be equipped with permanent and integrally trailer tie-down devices. The tie-down devices *shall*:
- i Be designed/located to prevent shifting or movement during transport on low-bed trailers, rail car and aboard ships.
- (i) **Rear Bumper** - The trailer *shall* be equipped with a rear bumper.
- (j) **Axle Lubrication System** - A system that allows for easy lubrication of the axle(s). It is preferred that the system allow the operator to grease every point from one position next to the machine.

- 3.6 **Operator Shielding** - The muffler and exhaust system **shall** be located and/or shielded so that personnel will not contact a heated surface during trailer operation.
- 3.7 **Chassis** - The trailer chassis **shall** be the manufacturer's standard for a compressor of this type and size.
- 3.8 **Engine** - The engine **shall** be diesel powered.
- 3.8.1 **Engine Components** - Engine components **shall** be the manufacturer's standard.
- 3.8.2 **Fuel Tank(s)** - The fuel tank(s) **shall** have sufficient capacity to operate the vehicle at 80% of full power for at least the amount of time given as "**80% POWER RUN-TIME CAPACITY**". The fuel tank(s) **shall** be at least half full when delivered.
- 3.8.3 **Engine Cold Weather Aids** - The engine **shall** be equipped with cold weather aids to enable the engine (operating with winter grade fuels/oils) to be started at temperatures down to -35C. The following **shall** be included:
- (a) 110-volt engine heater(s) with a capacity as recommended by the engine manufacturer; and
 - (b) A low temperature starting aid. The engine **shall** have an ether injection system, glow plug or intake air preheat system.
- 3.9 **Brake System** - The trailer **shall** be equipped with brakes. The brakes **shall**^(E) be surge hydraulic type.
- 3.9.1 **Parking Brake System** - The trailer **shall** be equipped with a parking brake. The parking brake **shall** be mechanically operated and be capable of holding the vehicle in place on a 15% grade tested in both the forward and reverse direction.
- 3.10 **Wheels, Rims and Tires** - The wheels, tires and rims **shall**:
- (a) Have sufficient tire load capacity so the trailer loaded to rated capacity and equipped with all options does not exceed the full speed capacity of the tires. Tire pressures **shall** be marked near the tire location;
 - (b) Have tubeless radial tires with all weather treads; and
 - (c) Have the manufacturer's standard rims.
- 3.10.1 **Spare Tire** - The trailer **shall** be equipped with a spare wheel and tire of same size and ply rating as tires furnished with the trailer. The assembly **shall** be mounted on the trailer and ready for service. The mounting of the tire **shall** not interfere with the access to the interior components of the trailer.
- 3.11 **Controls** - Controls **shall** be the manufacturer's standard. The controls **shall**:

- (a) Be in weather and moisture proof enclosures;
- (b) Have switches and levers with permanent position markings or diagram of operation visible to operator; and
- (c) Have a removable key type ignition switch. The trailer **shall** be equipped with a protective circuit to prevent the starter engaging when the compressor is operating.

3.11.1 **Safety Controls** - The trailer **shall**^(E) be equipped with an automatic shutdown and protection system which automatically shuts down compressor operation when it detects, as a minimum, any of the following conditions:

- (a) High discharge temperature from the compressor;
- (b) Low fuel level;
- (c) Failed engine performance diagnostic;
- (d) Low engine oil pressure;
- (e) High engine coolant temperature;
- (f) Low coolant level; and
- (g) High compressor temperature.

3.12 **Instruments** - Instruments **shall** be mounted in readily visible location to the operator on the curb side of the trailer. It is preferred that the instrument lamps have a dimming capability. As a minimum, the following instruments **shall** be supplied:

- (a) An ammeter, voltmeter or charging indicator;
- (b) An engine temperature indicator;
- (c) An engine oil pressure indicator;
- (d) A fuel gauge;
- (e) An hour-meter with a numeric read-out, which accurately displays accumulated engine running time up to at least 9,999 hours;
- (f) An engine RPM indicator (tachometer);
- (g) Engine warning and fault code lights; and
- (h) An air filter service indicator for each air filter.

3.13 **Electrical System** - The trailer **shall**:

- (a) Be equipped with a negative ground electrical system in accordance with CMVSS;

- (b) Be capable of functioning with vehicles operating with 12 volt electrical systems;
- (c) Have a connector located in accordance with SAE Recommended Practice J702;
- (d) Have all components easily accessible for servicing;
- (e) Be equipped with one or more Heavy Duty batteries with sufficient capacity to start the engine at -28°C (-19°F);
- (f) Be equipped with an alternator conforming to SAE recommended practice J180; and
- (g) Be equipped with a spark arrestor.

3.14 **Lighting** - The vehicle **shall** have the manufacturer's standard lights, conforming to Canadian Motor Vehicle Safety Standards (CMVSS) for this type of trailer. Lights **shall** be LED where commercially available.

3.15 **Hydraulic System** - If a hydraulic system is supplied, it **shall** be the manufacturer's standard complete with all components required for the operation of the hydraulic equipment.

3.16 **Lubricants and Hydraulic Fluids** - The vehicle **shall** be serviced with the manufacturer's non-proprietary standard lubricants and hydraulic fluids.

3.17 **Paint** - The vehicle **shall** be painted using manufacturer's standard commercial colours. The prime coating **shall** be a high-durability, corrosion-resistant type. The prime coating **shall**^(B) be epoxy type or baked powder coat.

3.18 **Identification** - The following information **shall** be permanently marked in a conspicuous and protected location:

- (a) Manufacturer's name, model and serial number; and
- (b) Manufacturer's Vehicle Identification Number (VIN), where applicable.

4. **Integrated Logistic Support** - The Contractor is required to ensure that spare parts required to properly maintain and repair vehicles are available for purchase for a period of 10 years.

4.1 **Documentation and Support Items** - The Contractor **shall** provide the following documentation and support items.

4.1.1 **Items with Each Vehicle** - The Contractor **shall** provide the following items with each vehicle:

- (a) **Vehicle Manuals** - Manuals required for safe operation, maintenance and repair of the vehicle. It is preferred that complete sets of manuals are provided on CD/DVD-ROM (which **shall** not require a password(s), have installation requirements or require an Internet connection). The Operator's Manuals provided with each vehicle **shall** be in paper format. The Vehicle Manuals **shall** include:
 - i **Operator's Manuals** - Operator's manuals in a bilingual format or as 2 manuals in a single binder (one English, and one French);

- ii **Parts Manuals** - The Parts Manuals in English (French translation is desirable); and
 - iii **Maintenance (Shop Repair) Manuals** - The Maintenance manual in English (French translation is desirable) which covers as a minimum the trailer engine.
- (b) **Warranty Letter** - A paper copy of the completed bilingual Warranty Letter in the approved format provided with each vehicle shipped. Designated warranty providers **shall** honour the warranty letter.
- 4.1.2 **Documents Provided to Technical Authority** - Example documents are available from the Technical Authority. The Contractor **shall** provide the following documents to the Technical Authority:
- (a) **Data Summary** - A bilingual Data Summary for each make/model/configuration in accordance with the requirements of CFTO D-01-100-200/SF-002: "Preparation of Data Summaries for Commercial Vehicles & Equipment" with data and a vehicle picture. The Contractor **shall** provide a Data Summary before shipment of vehicles;
 - (b) **Sample Manuals** - A set of Sample Manuals in digital format, including the Operator, Parts and Maintenance Manuals. The sample manuals **shall** be delivered to the Technical Authority 30 working days before delivery of vehicles. Sample manuals will not be returned. The Technical Authority will provide manual approval or comments within 30 days;
 - (c) **Warranty Letter Technical Authority Copy** - The Contractor **shall** send a copy of the Warranty Letter, in electronic format, to the Technical Authority for each vehicle, at shipment; and
 - (d) **Photographs** - Two (2) digital pictures, one left-front three-quarter view, and one right-rear three-quarter view of each make/model/configuration. It is preferred that pictures have an uncluttered background. Pictures **shall** have a size of at least four (4) Mega pixels.

Appendix 1



NOTICE

This documentation has been reviewed by the technical authority and does not contain controlled goods.

AVIS

Cette documentation a été révisée par le responsable technique et ne contient pas de marchandises contrôlées.

TECHNICAL INFORMATION QUESTIONNAIRE

CONFIGURATION C

This Questionnaire covers technical information, which *shall* be provided for evaluation of the vehicle/equipment offered. Where a company is unsure if their vehicle/equipment/product/system complies, they *shall* provide a complete explanation.

Company Name - _____

Name of Representative - _____

Title of Representative - _____

Address - _____

Telephone Number - _____ Fax Number - _____

Manufacturer's Name - _____

Make - _____ Model - _____

Compliance

Equipment provided complies with all specified requirements? YES NO

Substitutes/Alternatives

Are any substitutes/alternatives offered as equivalent? YES NO

If yes, list substitutes/alternatives:

If yes, list information provided for evaluation of substitutes/alternatives:

Signature - _____ **Date** - _____

OPI DSVPM 4 - DAPVS 4

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Canada

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COMPLIANCE TABLES

The representative completing this questionnaire is requested to complete the tables below. The **VALUE** column is for the numerical quantity of the capability described in the **CHARACTERISTIC** column. Please ensure that the **VALUE** represents the metric units.

It is preferred that each **VALUE** be certified by a Proof of Compliance such as a brochure. For each **VALUE**, please list the document title and page number where that value is found in the **DOCUMENT TITLE** and **PAGE** columns. The bidder is encouraged to circle or highlight the value in the Proof of Compliance that they reference.

CLAUSE	DESCRIPTION	VALUE	UNIT	DOCUMENT TITLE	PAGE
3.4 (a)	MINIMUM HIGHWAY TOWING SPEED		km/h		
3.4 (b)	MINIMUM GRAVEL ROAD TOWING SPEED		km/h		
3.4 (c)	MINIMUM CROSS-COUNTRY TOWING SPEED		km/h		
3.4.4	MAXMIMUM WEIGHT		kg		
3.5.1 (e)	COMPRESSOR CAPACITY		L/s		
3.5.1 (e)	RATED OPERATING PRESSURE		kPa		
3.5.1 (e)	MAXIMUM OPERATING PRESSURE		kPa		
3.8.2	80% POWER RUN-TIME CAPACITY		Hours		

PURCHASE DESCRIPTION PARAGRAPHS

- 3.1 **Standard Design** - Complies? YES NO
- (a) Length of time this model in production/sold commercially _____ years
- (d) Is system/component used within published capacities? YES NO
- 3.2.1 **Weather** - Trailer operates between -30 and 37° C? YES NO
- 3.2.2 **Terrain** - Trailer operates in specified terrain? YES NO
- 3.3 **Vehicle Safety Regulations** - Complies? YES NO
- 3.4 **Performance** - Complies? YES NO
- 3.4.1 **Towing Ability** - Complies? YES NO
- 3.4.2 **Trailer Delivery Condition** - Complies? YES NO

3.4.3 Trailer Weight Limit - Complies? YES NO

3.5.1 Application Equipment -

(a) Drawbar - Complies? YES NO

(b) Landing Gear - Complies? YES NO

(c) License Plate Holder - Complies? YES NO

(d) Stowage Box - Complies? YES NO

(e) Compressor - Complies? YES NO

(f) Protective Shelter - Complies? YES NO

Location of working light _____

Explanations _____.

(g) Safety Chains - Complies? YES NO

(h) Trailer Tie-Down Devices - Complies? YES NO

(i) Rear Bumper - Complies? YES NO

(j) Axle Lubrication System - Complies? YES NO

3.6 Operator Shielding - Complies? YES NO

3.7 Chassis - Complies? YES NO

3.8 Engine - Complies? YES NO

3.8.1 Engine Components - Complies? YES NO

3.8.2 Fuel Tank(s) - Complies? YES NO

3.8.3 Engine Cold Weather Aids - Complies? YES NO

(a) 110-Volt Engine heater - Wattage _____

(b) Type - Ether Injection Glow Plug Intake Air Preheat

3.9 Brake System - Complies? YES NO

Explanations _____.

3.9.1 Parking Brake System - Complies? YES NO

3.10 Wheels, Rims and Tires - Complies? YES NO

3.10.1 Spare Tire - Complies? YES NO

3.11 Controls - Complies? YES NO

3.11.1 **Safety Controls** - Complies? YES NO

Explanations _____

3.12 **Instruments** - Complies? YES NO

3.13 **Electrical System** - Complies? YES NO

3.14 **Lighting** - Complies? YES NO

3.15 **Hydraulic System** - Complies? YES NO

3.16 **Lubricants and Hydraulic Fluids** - Complies? YES NO

3.17 **Paint** - Complies? YES NO

3.18 **Identification** - Complies? YES NO

4. **Integrated Logistics Support** - Will be provided as requested?
YES NO

Explanations _____

4.1.1 **Items with Each Vehicle**

(a) **Vehicle Manuals** - Will be provided as requested? YES NO

(b) **Warranty Letter** - Will be provided as requested? YES NO

4.1.2 **Documents Provided to the Technical Authority**

(a) **Data Summary** - Will be provided as requested? YES NO

(b) **Sample Manuals** - Will be provided as requested? YES NO

(c) **Warranty Letter Technical Authority Copy** - Will be provided as requested? YES NO

(d) **Photographs** - Will be provided as requested? YES NO