

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 SEMI-TRAILER 53'	
Solicitation No. - N° de l'invitation W8476-134036/A	Date 2012-10-15
Client Reference No. - N° de référence du client W8476-134036	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-913-61380	
File No. - N° de dossier hp913.W8476-134036	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-11-27	Time Zone Fuseau horaire Eastern Standard Time EST
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: Seguin, Jean-Luc R.	Buyer Id - Id de l'acheteur hp913
Telephone No. - N° de téléphone (819) 956-3528 ()	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

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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 One (1) Semi-Trailer and related items as described in Annex "A" - Pricing and in accordance with Annex "B" - Purchase Description Semi-Trailer.

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 (**2012-07-11**) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 4 of Section 01 - Code of Conduct and Certifications of 2003 (2012-07-11) Standard Instructions is amended as follows:

Bidders should provide, with their bid or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to provide such a list within the required time frame will render the bid non-responsive. Bidders must always submit the list of directors before contract award.

Canada may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

The text under Subsection 5 of Section 01 - Code of Conduct and Certifications of 2003 referenced above is replaced by:

The Bidder must diligently maintain the list up-to-date by informing Canada in writing of any change occurring during the validity period of the bid, and must also provide Canada, when requested, with the corresponding Consent Forms. The Bidder will also be required to diligently maintain the list and when requested, provide Consent Forms during the period of any contract arising from this 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

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Buyer ID - Id de l'acheteur

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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

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 semi-trailer is requested by 28 February 2013, the best delivery that can be offered is as follows:

Item 001 – One (1) Semi-Trailer 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 – Up to two (2) Semi-Trailers 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 twelve (12) 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; and
- Annex "B" - Purchase Description - Semi-Trailer.

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 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. Code of Conduct Certifications - Certifications Required Precedent to Contract Award

- 1.1 Bidders should provide, with their bids or promptly thereafter, a complete list of names of all individuals who are currently directors of the Bidder. If such a list has not been received by the time the evaluation of bids is completed, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Bidders must submit the list of directors before contract award, failure to provide such a list within the required time frame will render the bid non-responsive.

The Contracting Authority may, at any time, request that a Bidder provide properly completed and Signed Consent Forms (Consent to a Criminal Record Verification form - PWGSC-TPSGC 229) for any or all individuals named in the aforementioned list within a specified delay. Failure to provide such Consent Forms within the delay will result in the bid being declared non-responsive.

2. 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.

2.1 Federal Contractors Program - \$200,000 or more

1. The Federal Contractors Program (FCP) requires that some suppliers, including a supplier who is a member of a joint venture, bidding for federal government contracts, valued at \$200,000 or more (including all applicable taxes), make a formal commitment to implement employment equity. This is a condition precedent to contract award. If the Bidder, or, if the Bidder is a joint venture and if any member of the joint venture, is subject to the FCP, evidence of its commitment must be provided before the award of the Contract.

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive 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.

2. If the Bidder does not fall within the exceptions enumerated in 3.(a) or (b) below, or does not have a valid certificate number confirming its adherence to the FCP, the Bidder must fax (819-953-8768) a copy of the signed form LAB 1168, Certificate of Commitment to Implement Employment Equity, to the Labour Branch of HRSDC.
3. 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

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requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

- (d) () is subject to the FCP, and has a valid certificate number as follows:
_____ (e.g. has not been declared an ineligible contractor by HRSDC.)

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 one (1) Semi-Trailer and related items as described in Annex "A" - Pricing and in accordance with Annex "B" - Purchase Description - Semi-Trailer.
- 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 (if applicable)**

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 (2012-07-16) General Conditions - Goods (Medium Complexity), apply to and form part of the contract.

Subsection 4 of Section 29 - Code of Conduct and Certifications of 2010A (2012-07-16) General Conditions - Goods is amended as follows:

During the entire period of the Contract, the Contractor must diligently update, by written notice to the Contracting Authority, the list of names of all individuals who are directors of the Contractor whenever there is a change. As well, whenever requested by Canada, the Contractor must provide the corresponding Consent Forms.

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."

All other provisions of the warranty section remain in effect.

4. Term of Contract

4.1 Delivery of Vehicle

4.1.1 Firm Quantity

Delivery date of the Semi-Trailer must be made as follows:

Item 001 - One (1) Semi-Trailer 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 - Up to two (2) Semi-Trailers 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: Jean-Luc Séguin
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: 819 956-3528
Facsimile: 819 953-2953
E-mail: jean-luc.seguin@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: _____

Title: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail: _____

Delivery follow-up

Name: _____

Title: _____

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: _____

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 # BT356. 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 _____

(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 at Item 001 and Item 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 (2012-07-16) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Pricing;
- (d) Annex "B" - Purchase Description - Semi-Trailer
- (e) Appendix 1- Technical Information Questionnaire

(f) the Contractor's bid dated _____

11. SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
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	2012-07-16
D5510C	Quality Assurance Authority (DND) - Canadian-based Contractor	2012-07-16
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems - Requirements (QAC Q)	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	2012-07-16
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 Co-ordination Center (ILCC)

Telephone: 1-877-877-7423 (toll free)

Facsimile: 1-877-877-7409 (toll free)

E-mail: ILHQOttawa@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 materiel 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 0K2

Attention: DLP _____
- (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 0K2
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 **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.

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 Semi-Trailer, 53' , 30 ton capacity (Firm Quantity)

The Contractor must deliver the vehicle/equipment including the operator's/owner manuals, parts manuals, maintenance (shop repair) manuals, sample manuals, CD of all manuals, data summary, photographs, warranty letter(s), line setting ticket and familiarization training in accordance with the attached Annex "B" - Purchase Description - Semi-Trailer.

The Semi-Trailer and related items must be delivered to:

14 WG Greenwood
Major Equipment Section
Greenwood NS
BOP 1N0

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: one (1)

Item 002 Semi-Trailer, 53' , 30 ton capacity (Optional Quantity)

If this option is exercised, the Contractor must deliver the vehicle/equipment including the operator's/owner manuals, parts manuals, maintenance (shop repair) manuals, sample manuals, CD of all manuals, warranty letter(s) and line setting ticket in accordance with the attached Annex "B" - Purchase Description - Semi-Trailer.

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

Quantity: Up to two (2)

Item 003 Familiarization instructions/training (Option)

If this option is exercised, the Contractor must provide up to two (2) familiarization instruction/training, in accordance with the attached Annex "B" - Purchase Description - Semi-Trailer.

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

The Contractor will be reimbursed its authorized travel and living expenses reasonably and properly incurred in the performance of the Work, at cost, without any allowance for profit and/or administrative overhead, in accordance with the meal, private vehicle and incidental expenses provided in Appendices B, C and D of the National Joint Council Travel Directive (<http://www.njc-cnm.gc.ca/directive/index.php?sid=90&hl=1&lang=eng>), and with the other provisions of the directive referring to "travellers", rather than those referring to "employees".

All travel must have the prior authorization of the Technical Authority. All payments are subject to government audit.

All travel and living expenses incurred in the performance of the work outside Canada will be the Contractor's responsibility.

Item 004 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”

PURCHASE DESCRIPTION

FOR

SEMI-TRAILER, VAN, TANDEM, DUAL WHEELS
27,216 kg (30-TON -60,000-LBS) PAYLOAD

1 Scope

1.1 Scope This document covers the requirement for 53-foot long, semi-trailer, van body, 27,216 kg (30-Ton -60,000-lbs) payload, dual wheel, tandem.

1.2 Instructions - The following instructions ***shall*** be applied 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***^(E)”, are mandatory. However, the Technical Authority will consider alternatives for acceptance as a Technical Authority Approved Equivalent. "Technical Authority Approved Equivalent" is defined as an alternative standard, design, feature, or component that is evaluated by the Technical Authority and determined to meet the specified requirements for equivalent standard, form, fit, function and performance as applicable.
- (c) Requirements identified with a “will” define actions to be performed by the Crown and require no action/obligation on the Contractor’s part.
- (d) Where “***shall***”, “***shall***^(E)”, or “will” are not used, the information provided is for guidance only.
- (e) In this document “provided” ***shall*** mean, “provided and installed”.
- (f) Where a standard is specified and the Contractor has offered an equivalent, that equivalent standard ***shall*** be provided, upon request;
- (g) Where certification is required, the Contractor ***shall*** provide the certification or acceptable proof of compliance, upon request.
- (h) Metric measurements ***shall*** be used as defining the requirement. Other measurements are reference only and may not be exact conversions.
- (i) 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 ***shall*** be applied to the interpretation of this Purchase Description:

- (a) “Technical Authority” (TA) is the government official responsible for technical management of this requirement. The Technical Authority is the Director Support Vehicles Program Management.
- (b) “Technical Authority Approved Equivalent” means a standard, means, or component type, which has been evaluated by the Technical Authority and determined to meet the specified requirements for form, fit, function, and performance.
- (c) “Proof of Compliance” means a document such as a certificate of attestation signed by a certified engineer representing the Original Equipment Manufacturer, or a brochure, or a report generated by third party software or a third party test report indicating the performance and/or feature specified.
- (d) “Road legal” are the characteristics that a vehicle must have so that it can be legally operated on all Canadian highway and secondary roads, not having special restrictions, without requiring overweight or dimensional permits.

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:

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/acts-regulations/GENERAL/M/mvsa/menu.htm>

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

3. REQUIREMENTS

3.1 Standard Design - The Trailer ***shall***:

- (a) Be the manufacturer's latest model having demonstrated industry acceptability by having been manufactured and sold commercially for at least 2 years, or, ***shall*** be manufactured by a company that has at least 5 years experience in design and manufacturing of a comparable type of equipment of equivalent or greater complexity.
- (b) 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.
- (d) Have system and component capacities not greater than their published ratings (i.e. product or component brochures).

3.2 Safety Standards

3.2.1 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 Trailer ***shall*** carry the National Safety Mark.

3.2.2 Human Engineering and Safety – The Trailer, all systems and components ***shall***:

- (a) Be safe and easy to use by a 95th percentile male or 5th percentile female under all operating conditions;
- (b) Have all entry and exit points equipped with handles and steps suitably positioned, to accommodate a 95th percentile male or a 5th percentile female under all operating conditions; and
- (c) Be equipped, where required for operator safety, with safety features such as warning and instruction plates, non-slip walking surfaces and heat shields.

3.3 Maintainability All maintenance and repair tasks, especially routine operator maintenance, ***shall*** be easy to perform with a minimum of special tools and skills.

3.4 Operating Conditions The complete system, under all load conditions, ***shall*** operate safely and efficiently as follows without degradation in performance, reliability and maintainability:

- (a) On paved roads, gravel roads and dirt roads with severe washboard and pot holes.
- (b) In the temperature range of -37°C to 37°C (-34°F to 98°F).
- (c) With the stated payload under all operating conditions.

3.5 Payload and Weight Ratings

3.5.1 Payloads The trailer ***shall*** be capable of carrying uniformly distributed load of at least 27,216 kg (30 tons/60,000-lbs).

3.6 Dimensions The following nominal dimensions ***shall***^(E) be provided:

- (a) Trailer length – 16.1-metres (53. feet).
- (b) Overall width - 2,615-mm (102-inches).
- (c) Interior Body height - 2,667-mm (105-inches).
- (d) Exterior Body height not to exceed - 4.1-metres (13.5-feet).
- (e) Kingpin Height - 1,219-mm (48-inches).

- (f) Axle spacing – 1.83-metres (72-inches).
- (g) Position of tandem bogie centerline ahead of the rear of trailer ***shall*^(E)** be adjustable from 2,737-mm (108-inches) to 4,972-mm (196-inches) in 102-mm (4-inches) increments.
- (h) Kingpin distance from front of trailer (KP) - 914-mm (36-inches).
- (i) Landing Wheel Clearance from Kingpin {LWC} - 2,667-mm (105-inches).

3.7 Speed The trailer with payload ***shall*** be capable of being towed at 105-km/h (65-mph).

3.8 Chassis and Auxiliary Systems

3.8.1 Air Brakes The following ***shall*** be provided:

- (a) An anti-lock braking system (ABS) configured with four sensors and two modules – 4S-2M, with the intermediate axle slaved to the forward axle.
- (b) S-Cam type air brakes.
- (c) All trailer axles equipped with long stroke spring actuated, parking brake chambers. The chambers ***shall*^(E)** be Neway Life Seal.
- (d) Automatic slack adjusters.
- (e) Brake housing dust shields.
- (f) Colour coded visual brake stroke indicators. The indicators ***shall*^(E)** be Safe-T-Brake.
- (g) Colour coded glad hand couplers offset to the roadside, with dummy glad hand couplers equipped with a safety chain provided for each glad hand.
- (h) Heated expello valves on air tanks.

3.8.2 Tires and Wheels The following ***shall*^(E)** be provided:

- (a) Tubeless steel belted radial tires.
- (b) Tire size of 11R 22.5.
- (c) 8.25 X 22.5 hub pilot mounted disk wheels.
- (d) A hubometer, that reads in kilometers, mounted on the forward left-hand wheel of the trailer.

3.8.3 Suspension and Axles The following ***shall*** be provided:

- (a) A minimum axle capacity of 11,340-kgs (25,000-lbs) each.
- (b) A suspension with minimum rating of 11,340-kgs (25,000-lbs) each.

- (c) Automatic height control valve(s).
- (d) Manual air suspension dump valve(s).
- (e) Shock absorbers on all axles.
- (f) Suspension travel limiters. These are devices that prevent suspension over-travel while slinging or lifting the trailer for decking or sea transport. The devices ***shall*^(E)** be cables or chains fastened to the suspension beam or axle and the under frame at a length approximately equal to or less than the shock absorber extended stroke. The use of shock absorbers as travel limiters is not acceptable.

3.8.4 Landing Gear The following ***shall*** be provided:

- (a) A inter connected two legged, two speed, landing gear with self-leveling landing pads.
- (b) The crank handle located on the right hand side of the trailer.
- (c) A minimum lifting capacity of 22,675-kg (50,000-lbs).

3.9 Electrical System

3.9.1 Electrical System Features The following ***shall*^(E)** be provided:

- (a) A 12-volt negative ground electrical lighting system. The system ***shall*^(E)** utilize Grote, Truck-Lite, sealed harness c/w bullet or spade lamp connectors that are compatible with all lamps dipped in dielectric grease.
- (b) An ABS trailer receptacle
- (c) LED mid-ship combination turn signal/ clearance lamps on the left and right sides.
- (d) Five LED clearance lights installed on rear at top of body.
- (e) Two LED stop, tail and turn signal light assemblies on each rear corner.
- (f) Wiring protected by insulating grommets where passing through metal.

3.10 Trailer Construction

Trailer construction as specified in paragraph 3.10 is considered the minimum requirement. Trailer construction that exceeds the requirement in paragraph 3.10 will be considered acceptable. However, all mandatory requirements *shall*** be met.**

3.10.1 Trailer Body The following applies:

- (a) The body ***shall*** be commercial type van body. The outside design ***shall*^(E)** be sheet and post concept.

- (b) Large radius corners shall^(E) be utilized on the front face of the body.
- (c) All panel joints shall be designed to prevent the ingress of moisture.

3.10.2 Trailer Frame The following applies:

- (a) The frame shall be properly reinforced for towing points.
- (b) The **lower rails** shall^(E) be 10-gauge HSLA "J" rail welded to cross members below floor line to support wall panel. No sidewall fasteners in load area. Stainless steel truss head fasteners shall^(E) be used to attach lower aluminum rub rail.
- (c) The **cross members** shall^(E) be 101-mm (4-inch) HSLA 60,000-lb yield I-beams on 304-mm (12-inch) centres welded to "j" rail. The rear 1,828-mm (6-feet), shall^(E) have cross-members spaced on 15-mm (6-inch) centers to accommodate the initial forklift front axle load.
- (d) The **coupler assembly** shall^(E) be a full width, one piece, of HSLA steel with six structural steel 63-mm (¼-inch) channels to reinforce the approach area and front wall. The bearing channels shall^(E) be 2,540-mm x 1,016 –mm x 25 – mm (10- inches x 4-inches x ¼inch) ladder plates. There shall^(E) be a 47-mm (3/16-inch) cap plate welded over the entire kingpin cavity to eliminate coupler warping. The exterior lower bulkhead shall^(E) be 10-gauge x 2,286-mm (9-inches) stainless steel, completely welded to the coupler assembly, and wrapped around the radius corners to the sidewalls. A stainless steel welded pick-up ramping angle shall^(E) be provided.

3.10.3 Kingpin A 50-mm (2-inch) diameter kingpin shall be provided.

3.10.4 Floor The following applies:

- (a) The floor shall be strong enough for loading cargo by forklift with a 4,540-kg (10,000-lbs) GVW and 3,630-kg (8,000-lbs) single axle load.
- (b) The floor shall^(E) be kiln dried or seasoned hardwood floor with tongue and groove or ship lapped construction, finished thickness of 349-mm (1 ¾-inches).
- (c) Two rows, full length on each side of floor integrated securement track with quantity twelve multiposition cargo hands rated at 2,268 kg (5,000 lbs) shall^(E) be provided.
- (d) The interior walls shall^(E) be lined with a 12-gauge galvanized steel protective barrier (scuff plate), to a nominal height of 410-mm (16-inches).
- (e) The threshold plate shall^(E) be constructed of 3,048-mm x 12.5—mm (12-inch x ½-inch) steel checker plate routed into the floor and welded across the rear.
- (f) The floor shall be equipped with **roller track system**. The system shall^(E) be Hydraroll Mark 21 twin roller track system. The system shall^(E) have the following characteristics:
 - i. Roller track sections: Height – 666-mm (2 5/8-inches), Width – 1,143-mm (4 ½-inches) and Length – As required.
 - ii. A lifting capacity of 370lb per foot/550kg per meter minimum.

- iii An operating pressure not greater than 30psi/2.1 bar.
- iv. Centralized controls housed inside a stainless steel weatherproof enclosure.
- v. Full length air bag protection.

3.10.5 Roof The following *shall*^(E) be provided:

- (a) A one-piece roof of Kemplite translucent fibreglass riveted around the perimeter to recessed roof rails and bonded to pre-cambered aluminum or galvanized steel roof bows.
- (b) Pre-cambered 51-mm (2-inch) top-hat type roof bows, spaced 61.5-mm (24-inches) apart.
- (c) Two evenly spaced full-length ceiling mounted rub strips. The strips *shall*^(E) be located approximately 65.5-cm (25-inches) front the side of the sidewalls. The strips *shall*^(E) be designed to incorporate the interior lights and act as a protection device to prevent loads from catching on the cross members.

3.10.6 Rear Door The following *shall*^(E) be provided:

- (a) Two rear full height full-width barn type doors, with a minimum vertical opening 2,184-mm (86-inches) high.
- (b) Compression-type door hardware on rear door, with provision for locking with a padlock.
- (c) Moulded rubber door seals.
- (d) Devices to secure the doors in the full open position.
- (e) A minimum of four hinges per door.
- (f) The doorframes of 11-gauge satin coat or galvalume steel.
- (g) The doorsills of 4-mm (3/16-inch) steel.

3.10.7 Features The following *shall*^(E) be provided:

- (a) Heavy-duty, rubber, dock bumpers 102-mm (4-inches) deep at the rear comers.
- (b) Eight, interior, LED lights flush mounted to ceiling rub strips and a timer switch mounted in the right rear inside of the van body (accessible from the ground).
- (c) Two logistic tracks, Load lock No. 1806 *shall*^(E) be provided. The tracks *shall*^(E) run the length of both sidewalls. They *shall*^(E) be recessed and mounted at heights of 762 and 1,524-mm (30 and 60-inches) above the floor. The tracks *shall*^(E) be equipped with a minimum of 10 tie-down straps Load Lock No. 1810-23.
- (d) Two heavy duty telescopic poles Load Lock No. 1818SQH *shall*^(E) be provided.

- (e) Two access steps with grab handles in each corner to facilitate easy access for hand unloading.
- (f) A regulation size, under ride (ICC) bumper.
- (g) Lower side skirt for trailer body.

3.11 Miscellaneous Equipment

3.11.1 Equipment Location All systems and components ***shall*^(E)** be properly located and/or protected from road hazards such as water, mud and gravel.

3.11.2 Towing/Tie-down Points The following ***shall*** be provided:

- (a) Two rear towing points positioned and of sufficient strength to permit the loaded trailer being recovered.
- (b) Railway tie-down points positioned and of sufficient strength to permit the securing and transportation of the loaded trailer on a railroad car.

3.11.3 Tool Storage Compartment The following applies:

- (a) One weatherproof metal compartment ***shall*** be provided.
- (b) The compartment ***shall*^(E)** be mounted under the floor, located on the right side of the trailer, immediately to the rear of the side door. The compartment ***shall*^(E)** be equipped with a drain valve, such as a flapper valve.
- (c) The compartment ***shall*^(E)** measure 508-mm high by 609-mm deep by 914-mm wide (20 by 24 by 36-inches).
- (d) The compartment door ***shall*^(E)** swing outward and be equipped with flush-mounted, lockable slam-action latches.
- (e) The compartments will be used to stow chains, cables, ropes, a wheel jack and wheel changing tools.
- (f) The compartment floor ***shall*^(E)** be covered with DRI decking. The floor of the compartment ***shall*^(E)** be equipped with drain holes with evacuation valves.

3.11.4 Mud Flaps Mud flaps ***shall*** be provided.

3.11.5 Spare Tire/Wheel Assembly and Tools The following ***shall*** be provided:

- (a) One spare wheel assembly and carrier. The carrier ***shall*^(E)** be mounted on the right side rear of the landing gear.
- (b) Tire changing tools including a jack.

3.11.6 Conspicuity Tape The following applies:

- (a) Strips of reflective tape ***shall*** be applied in accordance with existing regulations.
- (b) The tape ***shall*^(E)** be 3M Scotchlite Diamond Grade 980.
- (c) White tape ***shall*^(E)** be applied horizontally near the floor line on each side and at the rear of the body, and at the upper rear corners of the body.

3.11.7 Dangerous Goods Placard Holders Four aluminum "Dangerous Goods" placard holders ***shall*** be supplied as follows:

- (a) One each side of the body, centered front to rear, near the bottom.
- (b) One at the rear, lower curbside corner.
- (c) One at the front, on the left front face of the body.

3.11.8 Licence Plate Holder A rear holder ***shall*** be provided with LED light.

3.11.9 Document Holder A holder ***shall*** be provided. The holder ***shall*^(E)** be installed on the exterior of the left side of the front wall.

3.12 Paint and Corrosion Protection

3.12.1 Paint Finish The following applies:

- (a) The trailer ***shall*** be painted in accordance with the manufacturer's best production procedures using standard commercial practices and materials, rendering a durable finish at the required film thickness and a smooth appearance free from runs, sag and orange peel.
- (b) A phosphate treatment plus primer or an E-coat system ***shall*^(E)** be provided on ferrous metals, and then followed by two coats of paint.
- (c) A cleaning and etching treatment plus primer followed by two coats of paint ***shall*^(E)** be provided on aluminum components.
- (d) A clear exterior grade sealer ***shall*^(E)** be applied on all wooden areas.

3.12.2 Paint Colour The following applies:

- (a) White ***shall*** be applied on exposed exterior surfaces normally painted for the commercial trade.
- (b) Chassis items such as frame and tailgate ***shall*^(E)** be painted Black. Chromed, polished and mill finished surfaces need not be painted.

3.12.3 Corrosion Protection System The following applies:

- (a) In addition to standard factory rustproofing, aftermarket rustproofing ***shall*** be provided. The treatment will normally be applied within the first year of service. The treatment date will be directed by the Technical Authority to optimize seasonal rust prevention benefits. If not demanded prior to delivery, a pre-paid certificate authorizing treatment at an aftermarket outlet

shall be provided with the trailer.

- (b) Metal surfaces treated with a rust preventive oily film product having the following properties:
 - i Moisture displacing.
 - ii Creeping (capillary action).
 - iii Low solvent content.
 - iv Compatibility with rubbers, plastics and all other materials used in automotive construction.
 - v Non toxic.
 - vi Minimal dripping.
- (c) Written proof of a twelve hour ASTM B117 salt spray endurance test certification by an independent test laboratory. Krown, Rust Kontrol and Rust Check products have been previously certified, proof not required.
- (d) The application includes, but is not limited to the underside of fenders and hood, enclosed and boxed-in sections, seams, mouldings, crevices, weld points, underbody and exposed exterior brackets.
- (e) A decal and warranty papers *shall*^(E) accompany each trailer.
- (f) Annual reminder letters *shall*^(E) be provided for each trailer.
- (g) The corrosion protection system *shall*^(E) be widely available in Canada or at least available through mobile facilities.
- (h) The corrosion protection system *shall*^(E) be Krown.

3.12.4 Corrosion Resistant Materials The following applies:

- (a) Stainless steel, zinc plated or hot dipped galvanized fasteners *shall*^(E) be provided.
- (b) The design of the trailer *shall*^(E) prevent galvanic corrosion.

3.12.5 Corrosion Protection System The metal surfaces *shall* be treated with a corrosion rust preventive substance.

3.13 Miscellaneous The following is applicable to the complete system unless otherwise specified:

3.13.1 Identification Plate The following information *shall* be provided as a minimum, permanently marked and in a conspicuous and protected location:

- (a) Manufacturer, model, model year and serial number.

- (b) GAWR and GVWR ratings.

3.13.2 Warning and Instruction Plates The following *shall* be provided:

- (a) All plates within easy view of the user and in accordance with standard commercial practice.
- (b) International symbols and/or bilingual markings.
- (c) Instructions for engine starting and any other special procedures to be followed.

3.13.3 Lubricants and Fluids The trailer *shall*^(E) be serviced with standard lubricants and fluids compatible with the delivery location and season.

3.14 Deliverable Information The following is applicable to the complete system. The following items *shall* be provided:

- (a) **Equipment Manuals** – The following manuals *shall* be provided:
- i. **Operator’s/Owner’s Manuals** – Operator’s manuals *shall* be furnished in a bilingual format or as 2 manuals in a single binder (one English, one French). **A hard copy of the Operator’s manual shall be delivered with each trailer;**
 - ii. **Parts Manuals** – The Parts Manuals *shall* be in English (French translation is desirable);
 - iii. **Maintenance (Shop Repair) Manuals** - The Maintenance (Shop Repair) Manual *shall* be in English (French translation is desirable);
 - iv. A copy of the manuals on CD/DVD-ROM will acceptable. This *shall* include all the manuals provided in clauses 4.14 (a) i, ii and iii. For usability, CD/DVD-ROM *shall not* require password to be accessed. The mandatory requirement as detailed in paragraph 3.14(a) i *shall* be met;
 - v. **Sample Manuals** – A set of Sample Manuals, including all of the above manuals. The sample manuals *shall* be delivered to the Technical Authority 15 working days before delivery of trailers. Sample manuals will not be returned. The Technical Authority will provide manual approval or comments within 30 days;
- (b) **Data Summary** – The Contractor *shall* provide a Data Summary to the Technical Authority for each complete trailer make/model furnished. The Contractor *shall* complete Data Summary by filling in the required data and an electronic picture into a Data Summary template provided by the Technical Authority;
- (c) **Photographs** – The contractor *shall* provide the Technical Authority with two (2) digital pictures, one of the left front three-quarter view, and one of the right rear three-quarter view. All pictures *shall*^(E) be taken with a clear uncluttered background. The picture size *shall*^(E) be at least 4 Mega pixels;
- (d) **Warranty Letter** – The contractor *shall* provide a copy of the completed Warranty Letter with

each trailer shipped in the format approved by the Technical Authority. The Contractor ***shall*** send a copy of the completed Warranty Notification Letter to the Technical Authority for each trailer shipped, at shipment. A copy of the Warranty Letter ***shall*** be forwarded to the Technical Authority in electronic format;

- (e) **Line Setting Ticket** – The Contractor ***shall*** provide a Line Setting Ticket, or equivalent, describing the components provided on the cab and chassis. One copy of the Line Setting Ticket ***shall*** accompany each completed trailer to the final delivery point. One copy of the Line Setting Ticket ***shall*** be forwarded to the Technical Authority as soon as they are available; and
- (f) **Familiarization** - The contractor ***shall*** provide 1-day (8 hours) instruction at each delivery destination no later than one month after delivery of each trailer. The instruction ***shall*** include the detailed operation and normal servicing of the trailer/equipment to be split into two - four hour segments for operator training and maintainer training.

4. **QUALITY ASSURANCE PROVISIONS**

4.1 Quality System Requirements- The Contractor's Quality System ***shall*** be in compliance with Quality Assurance Clause found in the Contract. The contractor ***shall*** be responsible for the Quality System. The Quality Assurance Representative (QAR) will assure that the contractor is providing a Quality System.

4.2 Performance and Verification Testing- The first vehicle ***shall*** be examined and performance tested by the contractor, to ensure item by item conformance to specified requirements. The QAR and/or the Technical Authority may witness this testing and operate the unit sufficiently to assess the handling characteristics.

APPENDIX - 1

TECHNICAL INFORMATION APPENDIX

DETACH, COMPLETE, AND RETURN

1. SCOPE

1.1 SCOPE This Appendix covers technical information to be supplied by each bidder. This information is required by the Technical Authority for technical assessment of equipment offered.

NOTE: IT IS THE BIDDERS RESPONSIBILITY TO CLARIFY OUTSTANDING TECHNICAL ISSUES, BY WRITTEN REQUEST, TO THE CONTRACTING OFFICER PRIOR TO BID SUBMISSION

3.1 Standard Design - As specified ? Yes _____ No _____

Make, Model and Capacity _____

Model Year _____

3.2.1 Vehicle Safety - As Specified? Yes _____ No _____

3.2.2 Human Engineering and Safety - As Specified? Yes _____ No _____

3.3 Maintainability – As specified? Yes _____ No _____

3.4 Operating Conditions - As Specified? Yes _____ No _____

3.5 Payload and Weight Rating

3.5.1 Payload and Weight Rating – As specified? Yes _____ No _____
Front Rear Total

Total Curb Weight _____

Maximum Payload _____

Total Gross Weight _____

Gross Trailer Weight Rating (GTWR) _____

Gross Axle Weight Rating (GAWR) – Front _____

Gross Axle Weight Rating (GAWR) – Intermediate _____

Gross Axle Weight Rating (GAWR) – Rear _____

3.6 Dimensions - As specified? Yes _____ No _____

(a) Trailer Length _____

(b) Overall Width _____

(c) Interior Body Height _____

(d) Exterior Body Height _____

(e) Kingpin Height _____

(f) Axle Spacing _____

(g) Bogie Position and Adjustment Increments _____

(h) Kingpin Set Back Distance _____

(i) Landing Wheel Clearance (LWC) _____

3.7 Speed - As Specified? Yes _____ No _____

Speed _____

3.8 Chassis and Auxiliary Systems

3.8.1 Air Brakes - As specified? Yes _____ No _____

(a) Brakes - Make, Model and Size _____

(c) Brakes Chambers - Make and Model _____

3.8.2 Tires and Wheels - As specified? Yes _____ No _____

(b) Tires - Make, Model and Size _____

(c) Wheels - Make, Model and Size _____

3.8.3 Suspension and Axles - As specified? Yes _____ No _____

(a) Forward Axle - Make, Model and Capacity _____

Intermediate Axle - Make, Model and Capacity _____

Rear Axle - Make, Model and Capacity _____

(b) Forward Suspension - Make, Model and Capacity _____

Intermediate Suspension - Make, Model and Capacity _____

Rear Suspension - Make, Model and Capacity _____

3.8.4 Landing Gear - As specified? Yes _____ No _____

(a) Landing Gear - Make, Model and Capacity _____

3.9 Electrical System

3.9.1 Electrical System Features - As specified? Yes _____ No _____

3.10 Trailer Construction

3.10.1 Trailer Body - As specified? Yes _____ No _____

3.10.2 Trailer Frame - As specified? Yes _____ No _____

(a) Description _____

3.10.3 Kingpin - As specified? Yes _____ No _____

Kingpin Size _____

3.10.4 Floor - As specified? Yes _____ No _____

(f) Roller Track System – As specified? Yes _____ No _____

3.10.5 Roof - As specified? Yes _____ No _____

3.10.6 Rear Door - As specified? Yes _____ No _____

(a) Rear Doors - Dimensions _____

3.10.7 Features - As specified? Yes _____ No _____

(c) Logistic Tracks – Make and Model _____

(d) Telescopic Poles – Make and Model _____

3.11 Miscellaneous Equipment

3.11.1 Equipment Location - As Specified? Yes _____ No _____

3.11.2 Towing/Tie-Down Points - As Specified? Yes _____ No _____

3.11.3 Tool Storage Compartment - As specified? Yes _____ No _____

Compartment Dimensions – L _____ W _____ H _____

- 3.11.4 **Mud Flaps** - As Specified? Yes _____ No _____
- 3.11.5 **Spare Tire/Wheel Assembly and Tools** - As Specified? Yes _____ No _____
- 3.11.6 **Conspicuity Tape** - As specified? Yes _____ No _____
- 3.11.7 **Dangerous Goods Placard Holders** - As specified? Yes _____ No _____
- 3.11.8 **License Plate Holder** - As Specified? Yes _____ No _____
- 3.11.9 **Document Holder** - As Specified? Yes _____ No _____
- 3.12 **Paint and Corrosion Protection**
- 3.12.1 **Paint Finish** - As Specified? Yes _____ No _____
- 3.12.2 **Paint Colour** - As Specified? Yes _____ No _____
- 3.12.3 **Corrosion Protection System** - As Specified? Yes _____ No _____
- 3.12.4 **Corrosion Resistant Materials** - As Specified? Yes _____ No _____
- 3.13 **Miscellaneous** - As Specified? Yes _____ No _____
- 3.14 **Deliverable information** - As Specified? Yes _____ No _____

