

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 TRAILER	
Solicitation No. - N° de l'invitation W6399-14FC38/A	Date 2013-12-30
Client Reference No. - N° de référence du client W6399-14FC38	
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-371-64308	
File No. - N° de dossier hp371.W6399-14FC38	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-11	
Time Zone Fuseau horaire Eastern Standard Time EST	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Modérie, Christine	Buyer Id - Id de l'acheteur hp371
Telephone No. - N° de téléphone (819) 956-3970 ()	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

Destination Code - Code destinataire	Destination Address - Adresse de la destination	Invoice Code - Code bur.-comptable	Invoice Address - Adresse de facturation
D - 1	DEPARTMENT OF NATIONAL DEFENCE VCDS 490 DISCOVERY DR, UNIT 1 KINGSTON, ON K7K 7E9	W6399	DEPARTMENT OF NATIONAL DEFENCE CANADIAN SPECIAL OPERATIONS FORCES COMMAND (CANSOFCOM) COS FD 101 COLONEL BY DR. ATTN: STEPHANIE WAY, 6-2-1-1 CANSOF OTTAWA Ontario K1A0K2 Canada

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

1. Security Requirement
2. Requirement
3. Debriefings

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions
2. Submission of Bids
3. Enquiries - Bid Solicitation
4. Applicable Laws
5. Environmental Considerations
6. Improvement of Requirement During Solicitation Period

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions
2. Section I: Technical Bid
3. Section II: Financial Bid
4. Section III: Certifications and Additional Information

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures
2. Basis of Selection

PART 5 - CERTIFICATIONS

1. Mandatory Certifications Required Precedent to Contract Award
2. Additional Certifications Precedent to Contract Award

PART 6 - RESULTING CONTRACT CLAUSES

1. Security Requirement
2. Requirement
3. Standard Clauses and Conditions
4. Term of Contract
5. Authorities

6. Payment
7. Invoicing Instructions
8. Certifications
9. Applicable Laws
10. Priority of Documents
11. SACC Manual Clauses
12. Inspection and Acceptance
13. Preparation for Delivery
14. Shipping Instructions - Delivery at Destination
15. Post-Contract Award Meeting/Pre-Production Meeting
16. Progress Reports
17. Tools and Loose Equipment
18. Spare Part Availability
29. Material
20. Design Changes
21. Interchangeability
22. Packaging
23. Service at Delivery

Attachments

Annex " A - Purchase Description

Appendix 1- Technical Information Questionnaire

PART 1 GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

Canada is seeking proposals to procure:

- 2.1 One (1) 20ft Vehicle Transport Trailer and related items in accordance with Annex "A"- Purchase Description.

3. Debriefings

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.

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 (2013-06-01) 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. Environmental Considerations

Canada is committed to greening its supply chain. In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to acquire products and services that have a lower impact on the environment than those traditionally acquired. Environmental performance considerations include, among other things: the reduction of greenhouse gas emissions and air contaminants; improved energy and water efficiency; reduced waste and support reuse and recycling; the use of renewable resources; reduced hazardous waste; and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement, for this solicitation:

- Offerors / suppliers are requested to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.
- Offerors / suppliers should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).
- Product components used in performing the services should be recyclable and/or reusable, whenever possible.

6. 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 (2 hard copies)

Section IV 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 should:

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

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 should complete and submit with their bid the following;

- Appendix "1" - Technical Information Questionnaire - "Compliance Matrix 20 ft Vehicle Transport Trailer".

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). Offerors / suppliers are encouraged to offer or suggest green solutions whenever possible.

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.

3. Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment.

3.1 Exchange Rate Fluctuation Risk Mitigation

- 3.1.1 The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form PWGSC-TPSGC 450 , Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.
- 3.1.2 The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
- 3.1.3 The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
- 3.1.4 At time of bidding, the Bidder must complete columns (1) to (4) on form PWGSC-TPSGC 450 , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
- 3.1.5 Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

4. Section III: Certifications

Bidders must submit the certifications required under Part 5 - Certifications.

5. Section IV Additional Information

Canada requests that bidders submit the following information:

5.1 Delivery

While delivery of the trailer is requested by March 31, 2014, the best delivery that can be offered is as follows:

Item 001 – one (1) 20 ft. Vehicle Transport Trailer and related items will be delivered within _____ calendar days from the effective date of the contract.

5.2 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

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

1.1 Mandatory Technical Evaluation Criteria

1.1.1 Mandatory Proof of Compliance

Bidders must submit, with their bid, all proof of compliance required in the Annex A - Purchase Description and the Appendix 1 - Technical Information Questionnaire.

1.1.2 Substitutes and/or Alternatives

Bidders proposing substitutes and/or alternatives must provide all the information as detailed in Part 3, Section 1, - Substitutes and Alternatives to be considered for evaluation.

1.2 Mandatory Financial Evaluation Criteria

1.2.1 Bidders must provide with their bid the financial information requested in the bid solicitation and in the "Line Item Detail" for item 001.

1.2.2 The prices of the bid Bids must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for the firm quantity for item 001. Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

2. Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria 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 and documentation to be awarded a contract.

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

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

1. **Mandatory Certifications Required Precedent to Contract Award**

1.1 **Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003.. The related documentation therein required will assist Canada in confirming that the certifications are true.

1.2 **Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list (http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website.

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

2. **Additional Certifications Precedent to Contract Award**

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and 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

Solicitation No. - N° de l'invitation

W6399-14FC38/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hp371W6399-14FC38

Buyer ID - Id de l'acheteur

hp371

CCC No./N° CCC - FMS No/ N° VME

W6399-14FC38

Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

2.1 Product Conformance

The Bidder certifies that all vehicles/equipment proposed conform, and will continue to conform throughout the duration of the contract, to all technical specifications of the purchase description(s).

This certification does not relieve the bid from meeting all mandatory technical evaluation criteria detailed in Part 4.

Bidder's authorized representative signature

Date

PART 6 RESULTING CONTRACT CLAUSES

1. Security Requirement

There is no security requirement applicable to this contract.

2. Requirement

- 2.1 The Contractor must deliver one (1) 20 ft. Vehicle Transport Trailer and related items as described in Annex "A" - Purchase Description.

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 (2013-04-25) General Conditions - Goods (Medium Complexity), apply to and form part of the contract.

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

Delivery date of the vehicle must be made as follows:

Item 001 - one (1) 20 ft. Vehicle transport Trailer and related items must be delivered on or before _____ (Date 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: Christine Modérie
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: 819 956-3970
Facsimile: 819 953-2953
E-mail: christine.moderie@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.)

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:

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 the "Line Item Detail", 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, and applicable Taxes are 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

H1000C Single Payment

2008-05-12

6.3 Exchange Rate Fluctuation Adjustment

6.3.1 The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.

6.3.2 For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.

- 6.3.3 The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = FCC \times Qty \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

FCC Foreign Currency Component (per unit)

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

Qty quantity of units

- 6.3.4 The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
- 6.3.5 For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
- 6.3.6 The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form PWGSC-TPSGC 450 , Claim for Exchange Rate Adjustments.
- 6.3.7 The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form PWGSC-TPSGC 450 (i.e. $[i_1 - i_0] / i_0$).
- 6.3.8 Canada reserves 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 condition. Invoices cannot be submitted until all work identified in the invoice is completed. Offerors / suppliers are requested to provide

invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

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

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

7.3 Holdback

A ten percent (10%) holdback will apply on the total price of each vehicle (item number 001) on any due payment of the said vehicle/equipment. Release of the holdback (10%) is conditional upon receipt and certified acceptance by inspection authority of the said vehicle and all related items as identified in in "Line Item Detail".

Applicable Taxes must be calculated on the total amount of the claim before the holdback is applied. At the time the holdback is claimed, there will be no Taxes 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.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation 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, provide the related documentation or if 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 (2013-04-25) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Purchase Description;
- (d) Appendix1- Technical Information Questionnaire; and
- (e) 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	2013-01-28
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
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	2012-07-16
D9002C	Incomplete Assemblies	2007-11-30

G1005C	Insurance	2008-05-12
--------	-----------	------------

12. Inspection and Acceptance

The Technical Authority or his representative 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 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 inspection authority or consignee personnel at the final delivery location.

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 in the "Line Item Detail"). 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 at page 1. The consignee may refuse shipments when prior arrangements have not been made.

15. 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 - **To be completed by the bidder.**) 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. The crown reserves the right to carry out the Post-Contract Award Meeting/Pre-Production Meeting via teleconference.

16. Progress Reports

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

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.

17. 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.

18. 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 _____ years (**To be completed by the bidder.**) .

19. Material

Material supplied must be new unused and of current production by manufacturer. (2013 model-year or newer).

20. Design Changes

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

21. 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.

22. 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.

23. 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



NOTICE

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

AVIS

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

PURCHASE DESCRIPTION FOR 20ft VEHICLE TRANSPORT TRAILER

SCOPE

Scope

This Purchase Description describes the requirements for 20ft vehicle transport trailer.

Primacy of Requirements

The requirements in this Purchase Description are for a 20ft vehicle transport trailer. This vehicle transport trailer will primarily be used in conjunction with a 2012 Ford F550 with a custom body.

Instructions

The following instructions and definitions apply to the interpretation of this purchase description:

- (a) Requirements, which are identified by the word “shall”, are mandatory. Deviations will not be permitted;
- (b) In this document "provided" shall mean "provided and installed";
- (c) Metric measurements shall be used to define the requirement. Other measurements are for reference only and may not be exact conversions; and
- (d) 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.

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) “Trailer” is defined as a 20ft Vehicle Transport Trailer ;
- (c) “Road legal” - are the characteristics that a vehicle requires so that it can be legally operated on all Canadian highways and secondary roads, not having special restrictions, without requiring overweight or dimensional permits; and

ANNEX A

- (d) The abbreviation “GVWR” represents gross vehicle weight rating;

Technical Information Questionnaire

The following applies:

- (a) The bidder shall complete a Technical Information Questionnaire for the Trailer the vehicle configuration offered. Failure to provide specified brochures, performance analysis, drawings, curves or tables may render the proposal non-compliant; and
- (b) A nil response to a Technical Information Questionnaire question may be considered non-compliant.

REQUIREMENTS – The Trailer Shall:

- (a) Be new, not used, and contain new materials only;
- (b) Trailer will be used to transport damaged vehicles with a mass of 6,655 kg (15 000 lbs), and a length of 4.95 m (16.2 ft);
- (c) Have a dovetail ramp, minimum length 1.5 m (5ft);
- (d) Have an adjustable gooseneck coupler;
- (e) Have a minimum GVWR of 8,873 kg (20,000 lbs);
- (f) Have a retractable drop leg jack with a minimum capacity of 4,436 kg (10,000 lbs);
- (g) Be provided with a new spare tire and rim securely mounted;
- (h) Have at a minimum 10 cm (4 inch) channel cross-members;
- (i) Have a deck with 2 inches pressure treated pine 2 inches thick at a minimum;
- (j) Be painted dark colours (Black, Brown, Navy Blue, Dark Grey are acceptable);
- (k) Have quantity two (2) dual wheel electric brake axles with a minimum capacity of 6,655 kg (15,000lb) each;
- (l) Have electric breaks with an operational breakaway on the trailer;
- (m) Have LED lighting;
- (n) Use a standard commercial connector, and a 12 pin NATO standard connector;
- (o) Have tie down rings on the side, to enable the safe transport of the damaged vehicle;
- (p) Have one (1) year parts and labour warranty: and
- (q) Be road-legal in Ontario.

DELIVERABLES

- (a) Quantity: One (1) Trailer.
- (b) Maintenance and Operational Manual:
- i. One (1) hard copy; and
 - ii. One (1) electronic copy, compatible with either Microsoft Office 2003 (.doc) or Adobe Acrobat Reader 9.0 (.pdf).
- (c) Delivery Location – Location will be disclosed upon contract award.

Appendix 1

	AVIS Cette documentation a été révisée par le responsable technique et ne contient pas de marchandises contrôlées.
	NOTICE This documentation has been reviewed by the technical authority and does not contain controlled goods.

COMPLIANCE MATRIX 20ft VEHICLE TRANSPORT TRAILER

NOTE:

- 1. IT IS THE BIDDERS RESPONSIBILITY TO CLARIFY OUTSTANDING TECHNICAL ISSUES, BY WRITTEN REQUEST, TO THE CONTRACTING OFFICER PRIOR TO BID SUBMISSION.**
- 2. BIDDERS RESPONSE IS TO BE TYPED.**

1.0 GENERAL

1.1 Instructions

Bidders shall be assessed in accordance with the following instructions and criteria as detailed within this document. The following instructions shall apply to the bidder evaluation:

1.1.1 Mandatory requirements are identified by the word shall. All mandatory requirements must be met in order to meet compliance; and

1.1.2 Bid submissions shall address all criteria identified in the bid evaluation plan with complete supporting detail. Insufficient information to substantiate compliance or a nil response may result in the rejection of a response and may result in the bid submission rated as non-compliant.

2.0 MANDATORY CRITERIA

The following table details the mandatory criteria which must be met in order to meet compliance

DESCRIPTION	COMPLIANT		Details
	YES	NO	(Please provide details and measurements or reference informations)
1. 20 Ft Trailer Shall have:			
a) new materials;			
b) mass of 6,655 kg (15 000 lbs), and a length of 4.95 m (16.2 ft);			
c) dovetail ramp, minimum length 1.5 m (5ft);			

Appendix 1

DESCRIPTION	COMPLIANT		Details
	YES	NO	(Please provide details and measurements or reference informations)
d) adjustable gooseneck coupler;			
e) minimum GVWR of 8,873 kg (20,000 lbs);			
f) a retractable drop leg jack with a minimum capacity of 4,436 kg (10,000 lbs);			
g) new spare tire and rim securely mounted;			
h) minimum 10 cm (4 inch) channel cross-members;			
i) deck with 2 inches pressure treated pine 2 inches thick at a minimum;			
j) dark colours (Black, Brown, Navy Blue, Dark Grey are acceptable); Color swatch to be supplied upon request.			
k) two (2) dual wheel electric brake axles with a minimum capacity of 6,655 kg (15,000lb) each;			
l) electric breaks with an operational breakaway on the trailer;			
m) LED lighting;			
n) standard commercial connector, and a 12 pin NATO standard connector;			
o) tie down rings on the side, to enable the safe transport of the damaged vehicle;			
p) 1 year parts and labour warranty;			
q) Be legally operational on all highway and secondary roads; and			
r) OEM Operator's Manuals to be included.			