

**RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:**

**Bid Receiving - PWGSC / Réception des
soumissions - TPSGC**
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
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 BOLSTER & CABLE REEL TRAILERS		
Solicitation No. - N° de l'invitation W8476-165340/A	Date 2015-06-25	
Client Reference No. - N° de référence du client W8476-165340		
GETS Reference No. - N° de référence de SEAG PW-\$\$HP-923-67573		
File No. - N° de dossier hp923.W8476-165340	CCC No./N° CCC - FMS No./N° VME	
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2015-08-04		Time Zone Fuseau horaire Eastern Daylight Saving Time EDT
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: Martin, Erik		Buyer Id - Id de l'acheteur hp923
Telephone No. - N° de téléphone (819) 956-3842 ()		FAX No. - N° de FAX (81) 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	

Solicitation No. - N° de l'invitation

W8476-165340/A

Amd. No. - N° de la modif.

File No. - N° du dossier

hp923W8476-165340

Buyer ID - Id de l'acheteur

hp923

Client Ref. No. - N° de réf. du client

W8476-165340

CCC No./N° CCC - FMS No/ N° VME

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PART 1 - GENERAL INFORMATION

1.1 Requirement

Canada is seeking proposals to procure:

1.1.1 Eight (8), Bolster Trailer and Cable Reel Trailers (Configurations A, B and C) and related items as described in Annex “A” - Pricing and in accordance with Annex “B” - Purchase Description – Bolster Trailer and Cable Reel Trailers.

1.1.2 Irrevocable options identified in Annex “A” - Pricing.

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

1.1.2.2 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.

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

1.2. 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.

1.3. Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), and the Agreement on Internal Trade (AIT).

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) 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 (2014-09-25) 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

2.2 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.

2.3 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 to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws

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

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

2.5 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.

2.6 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

3.1 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.

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 – Bolster Trailer and Cable Reel Trailers.

1. Substitute 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.

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.



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.

Section II: Financial Bid

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 6 and Annex A - Pricing. The total amount of applicable taxes must be shown separately.

1. SACC Manual Clauses**1.1 Exchange Rate Fluctuation Risk Mitigation**

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.
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. 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).
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.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

Section III: Certifications

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

Section IV Additional Information

Canada requests that bidders submit the following information:

1. Delivery

1.1 Firm Quantity

While delivery of the trailers is requested by February 29, 2015, the best delivery that can be offered is as follows:

Item 001 – Two (2), Bolster Trailers (Configurations A) and related items will be delivered within _____ calendar days from the effective date of the contract.

Item 002 – Two (2), Bolster Trailers (Configurations A) and related items will be delivered within _____ calendar days from the effective date of the contract.

Item 003 – Two (1), Cable reel trailers (Configurations B) and related items will be delivered within _____ calendar days from the effective date of the contract.

Item 004 – Two (2), Cable reel trailers (Configurations B) and related items will be delivered within _____ calendar days from the effective date of the contract.

Item 005 – Two (1), Cable reel trailers (Configurations C) and related items will be delivered within _____ calendar days from the effective date of the contract.

1.2 Optional Quantity

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

Item 006 – Up to four (4), Bolster Trailer (Configurations A) and related items will be delivered within _____ calendar days after an option is exercised.

Item 007 – Up to four (4), Cable Reel Trailers (Configurations B) and related items will be delivered within _____ calendar days after an option is exercised

Item 008 – Up to two (2), Cable Reel Trailers (Configurations C) and related items will be delivered within _____ calendar days after an option is exercised

1.3 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

4.1. Evaluation Procedures

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

4.1.1 Mandatory Technical Evaluation Criteria

4.1.1.1 Mandatory Proof of Compliance

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

4.1.1.2 Substitutes and/or Alternatives

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

4.1.2 Mandatory Financial Evaluation Criteria

4.1.2.1 Bidders must provide, with their bid, the financial information requested in the bid solicitation and at Annex A - Pricing for items 001 to 009.

4.1.2.2 The prices of the bid Bids must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for the firm quantity for items 001, 002, 003, 004 and 005 and FCA Free Carrier at Contractor's Canadian facility, Incoterms 2000 for optional quantities items 006, 007, 008 and 009. Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

4.1.2.3 Aggregate Evaluated Price

Bids will be evaluated on an aggregate price basis for the firm quantity, optional quantity and familiarization instruction/training (option) as follows:

- a) the firm unit price for the firm quantity, the optional quantity and familiarization instruction/training (option) will be multiplied by their identified estimated quantities; and
- b) the sum of all results will determine the aggregate evaluated price.

4.2. 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 associated information 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 in carrying out any of its obligations under the Contract, if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly during the bid evaluation period or during the contract period.

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

5.1. Certifications Required Precedent to Contract Award

5.1.1 Integrity Provisions – Associated Information

By submitting a bid, the Bidder certifies that the Bidder and its Affiliates are in compliance with the provisions as stated in Section 01 Integrity Provisions - Bid of Standard Instructions 2003. The associated information required within the Integrity Provisions will assist Canada in confirming that the certifications are true.

5.1.2 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_equality/eq/emp/fcp/list/inelig.shtml) available from Employment and Social Development (ESDC) - 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.

5.2. Additional Certifications Required 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 inform the Bidder of a time frame within which to

provide the information. Failure to comply with the request of the Contracting Authority and to provide the certifications within the time frame provided will render the bid non-responsive.

5.2.1 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

6.1. Requirement

6.1.1 The Contractor must deliver eight (8), Bolster Trailers and Cable Reel Trailers (Configurations A, B and C) and related items as described in Annex “A” - Pricing and in accordance with Annex “B” - Purchase Description – Bolster Trailer and Cable Reel Trailers.

6.1.2 The Contractor grants to Canada irrevocable options identified in Annex “A” - Pricing.

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

6.1.2.2 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.

6.1.2.3 The options may be exercised within Twelve (12) months after contract award.

6.1.3 Optional Extended Warranty Period (if applicable)

The Contractor grants to Canada the irrevocable option to extend the warranty period for an additional _____ months (**to be inserted by PWGSC at time of contract award**), 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.

6.2. 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 *Standard Acquisition Clauses and Conditions Manual* (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>)) issued by Public Works and Government Services Canada.

6.2.1 General Conditions

2010A (2014-11-27) 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."

6.3. Term of Contract

6.3.1 Delivery of Trailers

6.3.1.1 Firm Quantity

Delivery date of the trailers must be made as follows:

Items 001 to 005 – Eight (8), Bolster Trailers and Cable Reel Trailers and related items must be delivered on or before _____ (Date to be inserted by PWGSC the Contracting Authority at time of contract award.)

6.3.1.2 Option Quantity

Items 006 to 008 – Up to ten (10), Bolster Trailers and Cable Reel 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.)

6.4. Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Name: Erik Martin
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: 819 956-3842
Facsimile: 819 953-2953
E-mail: erik.martin@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.

6.4.2 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.

6.4.3 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.

6.4.4 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: _____

6.4.5 After Sales Service

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

trailer(s) offered:

Item 001

Name: _____

Address: _____

Telephone Number: _____

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

Item 002

Name: _____

Address: _____

Telephone Number: _____

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

Item 003

Name: _____

Address: _____

Telephone Number: _____

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

Item 004

Name: _____

Address: _____

Telephone Number: _____

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

Item 005

Name: _____

Address: _____

Telephone Number: _____

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

6.5. Payment**6.5.1 Basis of Payment**

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

6.5.1.1 Basis of Payment (BOP) Type 1

Firm lot 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.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable). **(delete if the bidder does not request the exchange rate fluctuation)**

6.5.1.2 Basis of Payment (BOP) Type 2

Firm lot 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, and applicable Taxes are extra.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable). **(delete if the bidder does not request the exchange rate fluctuation)**

6.5.1.3 Basis of Payment (BOP) Type 3

Price to be negotiated 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.

The transportation cost will be "negotiated" when Canada intends to exercise an option and has identified the applicable quantities and destinations. When

requested by Canada, as a basis for negotiation, the Contractor must provide the transportation price(s) and relevant information.

6.5.1.4 Basis of Payment (BOP) Type 4

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.

When requested by Canada, the Contractor must provide an estimated cost and relevant information for the travel and living.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable). **(delete if the bidder does not request the exchange rate fluctuation)**

6.5.2 SACC Manual Clauses

H1001C Multiple Payments

2008-05-12

6.5.3 Exchange Rate Fluctuation Adjustment

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.
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.
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:

Adjustment = $FCC \times Qty \times (i_1 - i_0) / i_0$
 where formula variables correspond to:

FCC

Foreign Currency Component (per unit)

 i_0



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

 i_1

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

Qty

quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
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. 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.
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. $[i_1 - i_0] / i_0$).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

6.6 Invoicing Instructions

- 6.6.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Offerors / suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

Each invoice must be supported by:

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

6.6.2 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 5-5-1-1

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

6.6.3 Holdback

A ten percent (10%) holdback will apply on the total price of each vehicle (items 001 to 008) 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 Annex "A" - Pricing.

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.

6.7. Certifications

6.7.1 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.

6.8 Applicable Laws

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

6.9 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 (2014-11-27) General Conditions - Goods (Medium Complexity);
- (c) Annex "A" - Pricing;
- (d) Annex "B" - Purchase Description – Bolster Trailer and Cable Reel Trailers;
- (e) Appendix 1- Technical Information Questionnaire – Bolster Trailer and Cable Reel Trailers;
- (f) the Contractor's bid dated _____

6.10 SACC Manual Clauses

A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Vehicle Safety	2011-05-16
A9062C	Canadian Forces Site Regulations	2011-05-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian-based Contractors	2014-11-27
D5510C	Quality Assurance Authority (Department of National Defence) - Canadian-based Contractor	2014-06-26
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

6.11 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.

6.12 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.

6.13 Shipping Instructions - Delivery at Destination (For Firm quantities)

6.13.1 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.

6.13.2 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.

6.14 Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

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

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2
Attention: DLP 5-5-1-1

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

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A OK2

E-mail: ContractAdmin.DQA@forces.gc.ca.

NOTE: For into-plane refuelling contracts b, c and d above are not required

6.15 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_____ (Bidder to 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. The crown reserves the right to carry out the Post-Contract Award Meeting/Pre-Production Meeting via teleconference.

6.16 Progress Reports

The Contractor must submit monthly reports, in electronic format, on the progress of the Work, to both the Technical Authority and 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.

6.17 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.

6.18 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 **10 years**.

6.19 Material

Material supplied must be new unused and of current production by manufacturer. (2015 model-year or newer).

6.20 Design Changes

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

6.21 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.

6.22 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.

6.23 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.

6.24 Vehicle Recall Notices

All vehicle recall notices must be forwarded to:

National Defence Headquarters
MGen George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario, K1A 0K2

Attention: (designation and name of TA to be inserted by PWGSC at contract award)

ANNEX “A” - PRICING

Item 001 Bolster Trailers – CONFIGURATION A (Firm Quantity)

The Contractor must deliver the trailers/equipment including the sample manuals, CD of all approved manuals, data summary, photographs, warranty letter(s), preventative maintenance replacement parts kit list and familiarization training in accordance with the attached Annex “B” - Purchase Description – Bolster trailer and Cable Reel Trailers.

The trailers and related items must be delivered to:

3 ASG GAGETOWN SUPPLY COMPANY
Major Equipment Section
BLDG B10
CFB Gagetown
Oromocto, NB, E2V 4J5
Canada

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

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

Firm unit price of \$ _____ per trailer, including all equipment and related items, in accordance with Basis of Payment Type 1 (as detailed at Clause 5.1 Basis of Payment).

Quantity: Two (2)

Item 002 Bolster Trailers – CONFIGURATION A (Firm Quantity)

The Contractor must deliver the trailers/equipment including the sample manuals, CD of all approved manuals, data summary, photographs, warranty letter(s), preventative maintenance replacement parts kit list and familiarization training in accordance with the attached Annex “B” - Purchase Description – Bolster trailer and Cable Reel Trailers.

The trailers and related items must be delivered to:

CFB ASU PETAWAWA
Major Equipment Section
CFB Petawawa
Petawawa, ON, K8H 2X3
Canada

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

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

Firm unit price of \$ _____ per trailer, including all equipment and related items, in accordance with Basis of Payment Type 1 (as detailed at Clause 5.1 Basis of Payment).

Quantity: Two (2)

Item 003 Cable Reel Trailer – CONFIGURATION B (Firm Quantity)

The Contractor must deliver the trailer/equipment including the sample manuals, CD of all approved manuals, data summary, photographs, warranty letter(s), preventative maintenance replacement parts kit list and familiarization training in accordance with the attached Annex “B” - Purchase Description – Bolster trailer and Cable Reel Trailers.

The trailer and related items must be delivered to:

3 ASG GAGETOWN SUPPLY COMPANY

Major Equipment Section

BLDG B10

CFB Gagetown

Oromocto, NB, E2V 4J5

Canada

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

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

Firm unit price of \$ _____ per trailer, including all equipment and related items, in accordance with Basis of Payment Type 1 (as detailed at Clause 5.1 Basis of Payment).

Quantity: One (1)

Item 004 Cable Reel Trailers – CONFIGURATION B (Firm Quantity)

The Contractor must deliver the trailers/equipment including the sample manuals, CD of all approved manuals, data summary, photographs, warranty letter(s), preventative maintenance replacement parts kit list and familiarization training in accordance with the attached Annex “B” - Purchase Description – Bolster trailer and Cable Reel Trailers.

The trailers and related items must be delivered to:

CFB SUP HALIFAX
Major Equipment Section
HMC Dockyard
Bldg D-206 Door 1 thru 13
Halifax, NS, B3K 5X5
Canada

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

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

Firm unit price of \$ _____ per trailer, including all equipment and related items, in accordance with Basis of Payment Type 1 (as detailed at Clause 5.1 Basis of Payment).

Quantity: Two (2)

Item 005 Cable Reel Trailer – CONFIGURATION C (Firm Quantity)

The Contractor must deliver the trailer/equipment including the sample manuals, CD of all approved manuals, data summary, photographs, warranty letter(s), preventative maintenance replacement parts kit list and familiarization training in accordance with the attached Annex “B” - Purchase Description – Cable Reel Trailers.

The trailer and related items must be delivered to:

CFB ASU PETAWAWA
Major Equipment Section
CFB Petawawa
Petawawa, ON, K8H 2X3
Canada

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

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

Firm unit price of \$ _____ per trailer, including all equipment and related items, in accordance with Basis of Payment Type 1 (as detailed at Clause 5.1 Basis of Payment).

Quantity: One (1)

Item 006 Bolster Trailers - CONFIGURATIONS A (Optional Quantity)

If this option is exercised, the Contractor must deliver the trailers/equipment including one set of approved sample manuals, and warranty letter(s) in accordance with the attached Annex “B” - Purchase Description – Bolster trailer and Cable Reel Trailers.

Firm unit price of \$ _____ per trailer including all equipment and related items, in accordance with Basis of Payment Type 2 (as detailed at Clause 5.1 Basis of Payment).

Quantity: Up to four (4)

Item 007 Cable Reel Trailers - CONFIGURATIONS B (Optional Quantity)

If this option is exercised, the Contractor must deliver the trailers/equipment including one set of approved sample manuals and warranty letter(s) in accordance with the attached Annex “B” - Purchase Description – Bolster trailer and Cable Reel Trailers.

Firm unit price of \$ _____ per trailer including all equipment and related items, in accordance with Basis of Payment Type 2 (as detailed at Clause 5.1 Basis of Payment).

Quantity: Up to four (4)

Item 008 Cable Reel Trailers - CONFIGURATIONS C (Optional Quantity)

If this option is exercised, the Contractor must deliver the trailers/equipment including one set of approved sample manuals, and warranty letter(s) in accordance with the attached Annex “B” - Purchase Description – Bolster trailer and Cable Reel Trailers.

Firm unit price of \$ _____ per trailer including all equipment and related items, in accordance with Basis of Payment Type 2 (as detailed at Clause 5.1 Basis of Payment).

Quantity: Up to two (2)

Item 009 Familiarization instructions/training (Option)

If this option is exercised, the Contractor must provide familiarization instruction/training, in accordance with the attached Annex “B” - Purchase Description – Bolster trailer and Cable Reel Trailers.

Firm unit price of \$_____ in accordance with Basis of Payment Type 2 (as detailed at Clause 5.1 Basis of Payment).

Quantity: Up to ten (10)

Item 010 Transportation Cost (optional Quantities)

(Item 010 will not be included in the financial evaluation)

If optional transportation is exercised, the contractor must deliver the trailers to final destination detailed below.

The trailer(s) and ancillary items must be delivered to:

_____(to be provided by PWGSC if an option is exercised)

Delivery contact: _____ (Name to be inserted by PWGSC if an option is exercised.)

Date of delivery: _____ (Date to be inserted by PWGSC if an option is exercised.)

Quantity: Up to ten (10)

Negotiated price: \$(to be negotiated if an option is exercised) per vehicle/equipment, for transportation cost, Delivered Duty Paid at destination, in accordance with Clause 5.1, Basis of Payment Type 3.

Item 011 Travel and Living for Familiarization Instruction/Training (Option)

(Item 011 will not be included in the financial evaluation)

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

When requested by Canada, the Contractor must provide an estimated cost for the travel and living.

Estimated cost: _____ Familiarization Instruction/Training, for Travel and Living expenses, Delivered Duty Paid at destination, in accordance with Clause 5.1, Basis of Payment Type 4.

Quantity: up to ten (10)

Item 012 Optional Extended Warranty Period

Optional warranty coverage available: YES _____ NO _____

(Item 012 will not be included in the financial evaluation)

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.

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 Clause 5.1)



AVIS

La présente documentation a été revue 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.

ANNEX B
Purchase Description
For
Bolster Trailer (ECC 15511) and
Cable Reel Trailers (ECC 156108 and ECC 155113)

1. SCOPE

1.1 Scope - This document covers the requirements for three types of trailers which will be used on Canadian roads. Configuration A is a bolster trailer which will be used for transporting utility poles. Configurations B and C are cable reel trailers which will be used to carry up to 2.75 metres (108 inches) and 2.44 (96 inches) diameter reels respectively.

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

- (a) Requirements, which are identified by the word “**shall**”, are mandatory. Deviations will not be permitted;
- (b) Requirements identified by “**shall**^(E)” are mandatory. The Technical Authority will consider substitutes/alternatives for acceptance as an Equivalent;
- (c) Requirements identified with a “will” define actions to be performed by Canada and require no action/obligation on the Contractor’s part;
- (d) Where “**shall**”, “**shall**^(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 technical certification is required, a copy of the certification or an acceptable proof of compliance **shall** be provided upon request;
- (g) Metric measurements **shall** be used to define the requirement. Other measurements are for reference only and may not be exact conversions; and

BPR : DAPVS 4 – OPI : DSVPM 4

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Issued on Authority of the Chief of the Defence Staff



- (h) Dimensions stated as nominal *shall* be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

1.3 Definitions - The following definitions *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) “Road legal” are the characteristics that an equipment has so that it can be legally operated on all Canadian highway and secondary roads, not having special restrictions, without requiring overweight or dimensional permits;
- (c) “Trailer” - refers to the chassis, and parts provided with the frame before the addition of the required equipment; and
- (d) “Trailer/equipment” - refers to the completely manufactured trailer in either configuration with all related parts and equipment installed;

2. APPLICABLE DOCUMENTS

2.1 Government Furnished Documents

C-01-100-100/AG-005

Acceptance of Commercial and Foreign Government Publications as Adopted Publications

D-01-100-200/SF-002

Preparation of Data Summaries for Commercial Vehicles and Equipment

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
www.tc.gc.ca

Yearbook

Tire and Rim Association Inc.,
3200 West Market St.,
Akron, Ohio, 44321
www.us-tra.org

CAN/CGSB 3.517

Automotive Low Sulphur Diesel Fuel

Canadian General Standards Board

11 Laurier Street, Place du Portage III, 6B1

Gatineau, QC, K1A 1G6

<http://www.tpsgc.gc.ca/cgsb/home/index-f.html>

3. REQUIREMENTS

3.1 Standard Design

- (a) **Latest Model** – The trailer/equipment *shall* be the manufacturer's latest model;
- (b) **Industry Acceptability** – The trailer/equipment *shall* have 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 comparable type of equipment of equivalent or greater complexity;
- (c) **Engineering Certification** – The trailer/equipment *shall* have engineering certification for this application from the original manufacturers of major equipment systems and assemblies;
- (d) **Regulation** – The trailer/equipment shall 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;
- (e) **Published Rating** – The trailer/equipment shall have system and component capacities not greater than their published ratings (i.e. product or component brochures) or accompanied by proof of compliance; and
- (f) **Standard Components** – The trailer/equipment *shall* include all components, equipment, and accessories normally supplied for this application, although they may not be specifically described in this purchase description.

3.1.1 Design Principles:

- (a) **Standard Components** - Commercially available standard parts complying with commercial standards *shall* be used wherever possible;
- (b) **Interchangeability** - All components, assemblies, and sub-assemblies used in the construction *shall* be designed and manufactured to dimensional tolerances, which will permit interchangeability and facilitate replacement of parts;
- (c) **Spare Parts** – The manufacturer shall select components readily available for a minimum period of fifteen (15) years from the date of manufacture; and
- (d) **Maintainability** - All maintenance and repair tasks, especially routine operator maintenance, *shall* be easy to perform with a minimum of special tools and skills.

3.2 Operating Conditions

3.2.1 **Weather** - Trailers *shall* operate in temperatures ranging from -37 to 37°C (-34 to 99°F).

3.2.2 **Terrain** - Trailers *shall* be capable of being operated, while fully loaded, on highways, secondary roads, gravel roads, off-road, and cross-country conditions (e.g. dirt tracks, rough logging roads, and open ploughed fields).

3.3 Safety

3.3.1 **Vehicle Safety Regulations** – The trailers *shall* meet the provisions of the Canada Motor Vehicle Safety (CMVSS) Act in effect on the date of manufacture of the Trailer. The trailers *shall* carry the National Safety Mark.

3.3.2 **Human Engineering and Safety** – The trailer/equipment, all systems and components *shall*:

- (a) Be safe and easy to use by CAF users having anthropometric characteristics ranging from 95th percentile male characteristics to 5th percentile female characteristics;
- (b) Have entry and exit points equipped with handles and steps appropriately sized and positioned to accommodate CAF users having anthropometric characteristics ranging from 95th percentile male characteristics to 5th percentile female characteristics; 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.

3.4 Trailer Performance – The trailer *shall*:

- (a) Be road legal in Canada, with a maximum overall width of 2.59 metres (102");
- (b) Be capable of being towed on road at 90 km/h (56mph), when fully loaded;
- (c) Have a Gross Axle Weight Rating (GAWR) for each axle sufficient to support the total load imposed on the axle when the trailer is fully loaded.

3.5 Wheel, Rims and Tires - The wheels, tires and rims *shall*:

- (a) Have tire manufacturer certification that the tires and rims provided are suitable and adequately sized for each configuration. Tire size and ply ratings *shall* comply with Tire and Rim Association Standards.
- (b) Have tubeless steel belted radial tires with all-weather treads;
- (c) Have disk type wheels; and
- (d) Be balanced to preclude shimmy at all speeds.

3.6 Lighting - Lighting *shall* incorporate LEDs wherever possible. The lighting system *shall* comply with the CMVSS.

3.7 Bolster Trailer (CONFIGURATION A)

3.7.1 Trailer Performance – The trailer *shall*:

- (a) Be capable of carrying a minimum uniformly distributed load of 4,536 kg (10,000 lbs) (approximately 5 class 2 utility poles);
- (b) Be capable of extending to transport utility poles up to 13.7 m (45') long; and
- (c) Be capable of retracting, in intervals, to a maximum retracted length of 9.14 metres (30').

3.7.2 Bunks

- (a) The trailer *shall* be equipped with at least four (4) reinforced bunks, to carry up to five (5) Class 2 13.7 metre (45') long utility poles;
- (b) The trailer *shall* have one bunk located at each end of the main frame. The rear bunk *shall* be equipped with two (2) flag poles;
- (c) All bunks *shall* be equipped with adjustable bunk chocks, with a full height of at least 457 mm (18"). Adjustment *shall* not require tools and locking pins *shall*^(E) be secured to the bunk chocks using chains; and
- (d) A ratchet type binder, including straps, for each bunk installed in a location convenient for regular use. At a minimum, the strap capacity *shall* match the Trailer capacity.

3.7.3 Jack - The trailer *shall*^(E) be equipped with jacks that have the capability to swing up and lock in a travelling position, including:

- (a) An adjustable drop jack, located at the front of the main drawbar suitable to support the loaded trailer; and
- (b) A stabilizer screw jack to provide stable and level positioning at the drawbar extension.

3.7.4 Miscellaneous Equipment – The trailer *shall* be equipped with:

- (a) Assist handles on both sides to help extend and retract the drawbar;
- (b) At least four (4) wheel chocks
- (c) A lockable, sealed storage compartment large enough to store the wheel chocks and binder straps;
- (d) A tow eye matching the pintle hook of the towing line truck, Holland model PH 760. The eye *shall* be between 711 mm (28") and 813 mm (32") above the ground when the tongue is parallel;
- (e) Safety cables with shackles and an adjustable frame anchor;
- (f) Fenders;
- (g) Rear licence plate holder; and

- (h) Mud Flaps.

3.7.5 Braking System – The Trailer *shall* be equipped with a CMVSS compliant brake system, capable of being controlled by/from a prime mover. The prime mover is equipped with a 12-volt trailer brake controller in the cab, air brake glad hands, a 12-volt 7-way socket with ABS, and a 12-volt 7-way trailer socket.

3.7.6 Electrical System – The trailer *shall* be equipped with a 12-volt negative ground electrical system. The system *shall* include:

- (a) Wiring protected by insulating grommets, where passing through metal;
- (b) A 7-pin trailer connector;
- (c) A 7-pin trailer connector with ABS
- (d) A sealed wiring harness system, extending at least 900 mm (36”) beyond the end of the fully extended drawbar. The system *shall* include the wiring harness encased in conduit to the trailer frame and main drawbar, for protection and means of containing the unused length of wiring harness;
- (e) A trailer connector located at the rear of the Trailer, with a minimum length of 6.1 metre (20’) heavy duty flexible sealed cable with a plug. The cable *shall*^(E) include a replaceable, sealed stop/turn/tail light bar, which can easily be attached to a utility pole using a securing device.

3.8 Cable Reel Trailer (CONFIGURATION B)

3.8.1 Trailer Performance – The trailer *shall*:

- (a) Be capable of carrying a minimum uniformly distributed load of 6,350 kg (14,000 lbs);
- (b) Accommodate cable reels with a maximum diameter of 2.75 metres (108”) and a maximum width of 1.33 meters (52”), with a minimum clear loading width of 1.52 metres (60”);
- (c) Be capable of hydraulically loading and unloading reels of cable for transportation or storage; and
- (d) Have a minimum nominal bare drum pull capacity of 4,536 kg (10,000 lbs).

3.8.2 Trailer Equipment - The trailer *shall* be equipped with:

- (a) Lifting cradles including a minimum of six spindle bar positions, retaining bars, handles, and chains on both sides;
- (b) A hydraulic power reel-drive system, for use during cable pulling and retrieval operations, when using a wooden reel;
- (c) A reel brake, to control the rotational speed of the reel while paying out cable;

- (d) A tool box with a locking latch. The tool box **shall** be at least 381 mm (15") long by 254 mm (10") wide by 203 mm (8") deep;
- (e) Two mechanical tubing spindle bars with nominal diameters of 95.3 mm (3 ¾") and 63.5 mm (2 ½"), with heavy duty bronze bushings. The trailer **shall** be equipped with spindle bar storage provisions;
- (f) Assist handles on both side cradles;
- (g) Locking pins, secured to the trailer;
- (h) A hydraulic fold away landing leg, including a swivel caster wheel at the front of the trailer;
- (i) Two rear-mounted stabilizer screw jacks, to provide stable and level positioning;
- (j) A tow eye matching the pintle hook of the towing line truck, Holland model PH 760. The eye **shall** be between 711 mm (28") and 813 mm (32") above the ground when the tongue is parallel; and
- (k) Safety cables with shackles and an adjustable frame anchor.

3.8.3 Braking System – The trailer **shall** be equipped with a CMVSS compliant brake system, capable of being controlled by/from a prime mover. The prime mover is equipped with a 12-volt trailer brake controller in the cab, air brake glad hands, a 12-volt 7-way socket with ABS, and a 12-volt 7-way trailer socket.

3.8.4 Hydraulic System – The hydraulic system **shall** include:

- (a) A combined hydraulic system which includes connections to the prime mover and a double action hand pump system;
- (b) A jumper hose with "dummy" coupling storage brackets;
- (c) A selector to divert return oil to the truck and not to the reservoir on the trailer, when the hydraulic connections to the truck are used;
- (d) A 50-50 flow divider, to ensure that the cradles lift at the same rate;
- (e) A control to operate the left and right cradles, the front landing leg and power reel drive; and
- (f) Hydraulic hoses that extend at least 1.83 m (6') beyond the end of the tongue.

3.8.5 Hydraulic Pump Engine – If required, a hydraulic pump engine **shall** be provided. The hydraulic pump **shall** be capable of operating on diesel fuel to the CAN/CGSB Standard 3.517.

3.8.6 Electrical System – The trailer **shall** be equipped with a 12-volt negative ground electrical system. The system **shall** include

- (a) The system **shall** include wiring protected by insulating grommets, where passing through metal;

- (b) A 7-pin trailer connector;
- (c) A 7-pin trailer connector with ABS; and
- (d) The system *shall* include a sealed wiring harness system, extending at least 900 mm (36") beyond the end of the tongue.

3.9 Cable Reel Trailer (CONFIGURATION C)

3.9.1 Trailer Performance – The trailer *shall*:

- (a) Be capable of carrying a minimum uniformly distributed load of 2,722 kg (6,000 lbs);
- (b) Accommodate as a minimum a reel that is 1.52 metres (60 inches) wide and 2.44 meters (96 inches) diameter; and
- (c) Be capable of hydraulically loading and unloading reels of cable for transportation or storage.

3.9.2 Trailer Equipment - The following *shall* be provided:

- (a) Lifting cradles including a minimum of four spindle bar positions, retaining bars, handles, and chains on both sides;
- (b) A 6.35 cm (2.5 inch) spool bar with spool clamps to keep spool centered;
- (c) A reel brake, to control the rotational speed of the reel while paying out cable;
- (d) Locking pins, secured to the trailer;
- (e) Jack stand with side wind;
- (f) A tow eye adjustable in height to match the pintle hook height of 43 cm (17 inch); and
- (g) Two high tensile, strength chains with hooks that can withstand a minimum 6,800 kg (15,000 lb) tension;

3.9.3 Braking System – The trailer *shall* be equipped with electric type brakes with a breakaway kit and a maintenance free battery *shall* be provided. The brake system shall comply with the CMVSS.

3.9.4 Hydraulic System – The trailer *shall* be provided with a hydraulic hand pump with flow divider distribution between the hydraulic cylinders.

3.9.5 Miscellaneous Equipment – The trailer *shall* be equipped with:

- (a) Fenders;
- (b) Four (4) wheel chocks with storage brackets; and
- (c) Rear licence plate holder.

3.9.6 Electrical System – The trailer *shall* be equipped with a 12-volt negative ground electrical system. The system *shall* include:

- (a) Wiring protected by insulating grommets, where passing through metal;
- (b) A 7 pin trailer connector;
- (c) A 7-pin trailer connector with ABS; and
- (d) A sealed wiring harness system, extending at least 900 mm (36”) beyond the end of the tongue.

3.10 Paint and Markings

3.10.1 Paint

- (a) The trailer *shall* be painted yellow, on all exposed exterior surfaces normally painted for the commercial trade.
- (b) Chrome, polished and mill finished surfaces need not be painted.
- (c) All ferrous metals *shall*^(E) undergo phosphate conversion coating or E-coating prior to painting.
- (d) Aluminum components *shall*^(E) undergo a cleaning and etching treatment prior to painting.
- (e) All paint *shall* be applied in accordance with the technical data provided by the product manufacturer. As a minimum, the coating process must yield a durable finish with a smooth appearance free of runs, sags, and orange peel.

3.10.2 Corrosion Protection

- (a) A rust prevention coating *shall* be applied to the trailer. Areas to be protected *shall* include but not limited to: underside of fenders, enclosed and boxed-in sections, seams, mouldings, crevices, weld points, under body and exposed exterior brackets.
- (b) The product applied *shall*^(E) be a commercial product such as Krown Rust Control T-40, or Rust Check.
- (c) A decal and warranty papers *shall*^(E) accompany each trailer;
- (d) Dissimilar metals *shall* be protected against galvanic corrosion; and
- (e) All fasteners used by the contractor *shall* be stainless steel, brass, zinc-plated, or hot dipped galvanized.

3.10.3 Identification – A stamped plate *shall* be installed in a conspicuous location on the trailer, which permanently indicates to a minimum the following information: Manufacturer, model, model year, serial number, and GVWR.

3.10.4 Warning and Instruction Plates – International symbols and / or bilingual markings *shall* be provided for all identification, instructional, and warning labels. Instructions for special procedures to be followed *shall* be provided, within easy view of the user.

3.10.5 Lubricants and Fluids – Where lubricants and fluids are required, the trailer *shall* be serviced with standard lubricants and fluids compatible with the delivery location and season.

4. INTEGRATED LOGISTIC SUPPORT - The Contractor *shall* ensure that spare parts required to properly maintain and repair completed Trailers are available for purchase for a minimum period of ten (10) years.

4.1 Manuals

(a) All manuals required for the description, operation, maintenance and repair of the complete equipment, including sub-systems, *shall* be provided. As a minimum, the manuals *shall* consist of a bilingual Operator's manual, and bilingual Maintenance manual and an English Parts manual. Bilingual Parts manuals are desirable. The content of the manuals *shall* be as described in Section 2 of C-01-100-100/AG-005 Acceptance of Commercial and Foreign Government Publications as Adopted Publications.

(b) The contractor *shall* submit sample manuals to the Technical Authority (TA) for each equipment model and or sub-system for approval as described in Section 2 of C-01-100-100/AG-005 Acceptance of Commercial and Foreign Government Publications as Adopted Publications, not later than 30 days after acceptance by DND of the first production article.

**National Défense Headquarters
LSTL Building
Mgen George R.Parkes Building
Ottawa, On, K1A 0K2
Attention: DSVPM 5-4**

(c) Approved manuals *shall* be delivered as follows:

- i. Qty 1 Operator's manual (paper format) *shall* be provided with each trailer or piece of equipment;
- ii. Qty 1 complete set of manuals (Operator's, Maintenance and Parts) *shall* be provided to each delivery location. The manuals *shall* be in paper and electronic format;
- iii. Qty 1 complete set of manuals (Operator's, Maintenance and Parts) in electronic format *shall* be delivered to the Technical Authority no later than 30 days after acceptance of the sample manuals. Sample manuals *shall* also be in electronic format.

(d) In the event that approved manuals are not available at the time of delivery of the equipment, manuals marked "Provisional" *shall* be supplied with the equipment. The contractor *shall* deliver replacement approved manuals to all destinations where Provisional manuals were delivered.

(e) The contractor *shall* supply manual supplements (Operator's, Maintenance and Parts) to support dealer-installed equipment not covered in approved manuals. These supplements *shall* require

separate DND approval. These supplements **shall** be provided to each destination in the same quantities and format as the approved manuals.

- (f) Changes to manuals:
 - i. During the period of the Contract, changes to equipment, which affects the contents of manuals, **shall** be conveyed to DND for the revision of the electronic and paper version of the manuals.
 - ii. Changes to the manuals **shall** conform to the same format and presentation requirements as the original manuals.
 - iii. The revised electronic version of the manual **shall** be sent to the Technical Authority by the Contractor.
- (g) Approved copies of the electronic format manuals **shall** be delivered on CD/DVD-ROM as per Para 3. CD/DVD-ROM **shall not** require installation, password and/or Internet connection to be accessed and **shall** be an unlocked PDF in a searchable format.

4.2 Data Summary – The contractor **shall** provide a bilingual Data Summary for each make/model/configuration of equipment as described in D-01-100-200/SF-002. A representative sample template of a Data Summary, Equipment Configuration Code (ECC) and the publication number will be provided to the Contractor by the Technical Authority.

- (a) The Data Summary **shall** provide details of all attachments and options.
- (b) The Contractor **shall** submit a draft of the Data Summary to the Technical Authority for review and acceptance in electronic format (MS Word) within 30 days after contract award.

4.3 Warning Sign and Identification Label – The contractor **shall** deliver the equipment with bilingual warning signs and identification labels. Bilingual labels and signs **shall** also be represented in the parts manual.

4.4 Warranty Letter – The contractor **shall** provide a bilingual Warranty Letter with each trailer. The warranty letter shall include the following details:

- (a) A list of all Canadian designated warranty service providers that will honor the warranty for the equipment and attachments (if applicable) procured under this contract. This list **shall** include the contact person and phone number at each warranty service provider.
- (b) Additional warranty coverage of sub-systems and a copy of the bilingual warranty letter from each sub-system's Original Equipment Manufacturer (OEM).
- (c) Warranty period as negotiated in the contract.
- (d) Contractor contact information, name and phone number, for warranty support.

4.5 Photographs

- (a) Photographs *shall* be submitted in electronic format.
- (b) The contractor *shall* provide photographs within 15 days of delivery of the first trailer or equipment of each make/model/ configuration. The color photographs *shall* be taken against a plain background, in digital Joint Photographic Experts Group (JPEG) format with a minimum 10 megapixel resolution. The photographs *shall* be as follow:
 - i. A left front three-quarter views of a completed unit;
 - ii. A right rear three-quarter views of a completed unit, and;
 - iii. A side and front view sketch showing the dimensions *shall* be provided. Brochure sketches are acceptable.

4.6 Special Tools List

- (a) The contractor *shall* provide an itemized list of specific special tools required for the servicing and repair of the trailer or equipment procured under this contract. The list *shall* include the following information.
 - i. Item name;
 - ii. Manufacturer's part number (OEM);
 - iii. Quantity recommended per delivery location;
 - iv. Contractor's part number;
 - v. Unit price; and
 - vi. Unit of issue.
- (b) These tools *shall* also be listed in the Maintenance manual as described in Section 2 Para 4 of C-01-100/AG-005 Acceptance of Commercial and Foreign Government Publications as Adopted Publications.

4.7 Recommended Spare Parts List - The Contractor *shall* provide, to the Technical Authority, a list detailing the spare parts deemed necessary to maintain the trailer for a period of 12 months exclusive of any warranty period. For each part listed, the following elements *shall* be included:

- (a) Part description;
- (b) Original Equipment Manufacturer;
- (c) Original Equipment Manufacturer Part Number;
- (d) Suggested quantity; and

- (e) Unit cost.

4.10 Familiarization Operator Training

- (a) The Contractor ***shall*** deliver an operator training session dealing with the specific features and capabilities of the equipment. The training ***shall*** cover, as a minimum, the operator servicing procedures, how to operate the features of the trailer safely and efficiently and deliver a minimum of one (1) hours of individual practical operating training per operator.
- (b) The training ***shall*** be a minimum of four (4) hours total of operator training for a maximum of six (6) persons at a customer location where the equipment is delivered. Training ***shall*** be available in both official languages. Training dates ***shall*** be coordinated with the TA.
- (c) The contractor ***shall*** provide a copy of the training package to the TA for review and approval at least 30 days before training begins.
- d. The contractor ***shall*** deliver the “**PROOF OF OPERATOR TRAINING**” certificate for signature by a Crown Representative from the location where the training is taking place and return the signed document to the TA. The Technical Authority will supply a template of the document in electronic format to the contractor.

4.10 Familiarization Maintenance Personnel Training

- (a) The Contractor ***shall*** provide training session to the maintenance personnel. The training ***shall*** cover, as minimum, the safety precautions, trouble shooting, test and adjustment, special tools and test equipment, minimum operation and features of the trailer and the safe and efficient maintenance of the trailer.
- (b) The training provided to the maintenance personnel ***shall*** be a minimum of four (4) hours of training for a maximum of six (6) persons at a customer location where the equipment is delivered. The training ***shall*** be available in both official languages. Training dates ***shall*** be coordinated with each base.
- (c) The contractor ***shall*** deliver the “**PROOF OF MAINTENANCE TRAINING**” certificate for signature by a Crown Representative from the location where the training is taking place and return the signed document to the TA. The Technical Authority will supply a template of the document in electronic format to the contractor.



APPENDIX 1
TECHNICAL INFORMATION QUESTIONNAIRE

This questionnaire covers technical information, which **shall** be provided for evaluation of the configurations of the vehicle offered.

Where the specification paragraphs below indicate “*Proof of Compliance*”, the “*Proof of Compliance*” **shall** be provided for each performance requirement/specification.

Bidders should indicate the document name/title and page number where the *Proof of Compliance* can be found.

Definitions for **Equivalent** and **Proof of Compliance** are found in the DEFINITIONS section at the end of this document.

CONTRACTOR INFORMATION

Contractor Name _____

Date _____

COMPLIANCE

Equipment proposed complies with all requirements specified in the Purchase Description.

YES ☐ NO ☐

SUBSTITUTES/ALTERNATIVES

Are substitutes/alternatives offered as **Equivalent** to any requirement specified in the Purchase Description?

YES ☐ NO ☐

If yes, please identify all substitutes/alternatives offered as **Equivalents** below and indicate where in the proposal related information can be found:

SPECIFICATION PARAGRAPHS

3.4 Trailer Performance – Proof of Compliance

The Bidder **shall** provide proof of compliance for this requirement.

Document: _____ Page: _____.

Configuration A

3.7.1 Trailer Performance – Proof of Compliance

The Bidder **shall** provide proof of compliance for this requirement.

Document: _____ Page: _____.

3.7.5. Braking System – Proof of Compliance

The Bidder **shall** provide proof of compliance for this requirement.

Document: _____ Page: _____.

Configuration B

3.8.1 Trailer Performance – Proof of Compliance

The Bidder **shall** provide proof of compliance for this requirement.

Document: _____ Page: _____.

3.8.3 Braking System – Proof of Compliance

The Bidder **shall** provide proof of compliance for this requirement.

Document: _____ Page: _____.

Configuration C

3.9.1 Trailer Performance – Proof of Compliance

The Bidder **shall** provide proof of compliance for this requirement.

Document: _____ Page: _____.

3.9.3 Braking System – Proof of Compliance

The Bidder **shall** provide proof of compliance for this requirement.

Document: _____ Page: _____.

DEFINITIONS

“Proof of Compliance” - An unaltered document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software. The document ***shall*** provide detailed information on each performance requirement and/or specification. Where a document submitted as Proof of Compliance does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior representative of the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications ***shall*** be provided. The certificate ***shall*** detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications.

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