



**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**

|   |  |
|---|--|
| <b>Title - Sujet</b><br>TANK TRUCK  |  |
| <b>Solicitation No. - N° de l'invitation</b><br>EF928-162332/A  | <b>Date</b><br>2016-04-06                    |
| <b>Client Reference No. - N° de référence du client</b><br>20162332   |  |
| <b>GETS Reference No. - N° de référence de SEAG</b><br>PW-\$\$HP-923-70757  |  |
| <b>File No. - N° de dossier</b><br>hp923.EF928-162332   | <b>CCC No./N° CCC - FMS No./N° VME</b>       |
| <b>Solicitation Closes - L'invitation prend fin</b><br><b>at - à 02:00 PM</b><br><b>on - le 2016-05-17</b>  |  |
| <b>Time Zone</b><br><b>Fuseau horaire</b><br>Eastern Daylight Saving<br>Time EDT  |  |
| <b>F.O.B. - F.A.B.</b><br><b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>   |  |
| <b>Address Enquiries to: - Adresser toutes questions à:</b><br>Martin, Erik   | <b>Buyer Id - Id de l'acheteur</b><br>hp923  |
| <b>Telephone No. - N° de téléphone</b><br>(873) 469-3318 ( )  | <b>FAX No. - N° de FAX</b><br>(819) 953-2953 |
| <b>Destination - of Goods, Services, and Construction:</b><br><b>Destination - des biens, services et construction:</b><br>DEPARTMENT OF PUBLIC WORKS AND GOVERNMENT SERVICES CANADA<br>PL.BONAVENTURE,PORTAIL S-E,BUR.7300<br>800 RUE DE LA GAUCHETIERE O.<br>MONTREAL<br>Quebec<br>H5A1L6<br>Canada |  |

**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

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



| Item<br>Article | Description   | Dest.<br>Code<br>Dest. | Inv.<br>Code<br>Fact. | Qty<br>Qté | U. of I.<br>U. de D. | Destination | Unit Price/Prix unitaire<br>FOB/FAM | Plant/Usine | Delivery Req.<br>Livraison Req. | Del. Offered<br>Liv. offerte |
|-----------------|---|------------------------|-----------------------|------------|----------------------|-------------|-------------------------------------|-------------|---------------------------------|------------------------------|
| 1               | TANK TRUCK<br>Including delivery to Quebec, QC<br>and training at Grosse Ile, QC.<br>All in accordance with the Annex<br>"A" - Specifications - Tank Truck. | EF928                  | EF928                 | 1          | EA.                  | \$          | XXXXXXXXXXXX                        |             | See Herein                      |                              |

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## **PART 1 - GENERAL INFORMATION**

### **1.1 Requirement**

Parks Canada requires the vehicle as detailed herein, in accordance with Annex "A" - Specifications – Tank Truck attached hereto.

### **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 (2016-04-04) 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 in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

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

Should bidders consider that the specifications or Statement of Work 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)** calendar 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 (1 hard copy)

Section IV: Additional Information (1 hard copy)

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 and
- (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.

### **3.2 Equivalent Products**

- 3.2.1 Products that are equivalent in form, fit, function and quality to the item(s) specified in the bid solicitation will be considered where the Bidder:

- (a) designates the brand name, model and/or part number of the substitute product;
- (b) states that the substitute product is fully interchangeable with the item specified;
- (c) provides complete specifications and descriptive literature for each substitute product;
- (d) provides compliance statements that include technical specifics showing the substitute product meets all mandatory performance criteria that are specified in the bid solicitation; and
- (e) clearly identifies those areas in the specifications and descriptive literature that support the substitute product's compliance with any mandatory performance criteria.

3.2.2 Products offered as equivalent in form, fit, function and quality will not be considered if:

- (a) the bid fails to provide all the information requested to allow the Contracting Authority to fully evaluate the equivalency of each substitute product; or
- (b) the substitute product fails to meet or exceed the mandatory performance criteria specified in the bid solicitation for that item.

3.2.3 In conducting its evaluation of the bids, Canada may, but will have no obligation to, request bidders offering a substitute product to demonstrate, at the sole cost of bidders, that the substitute product is equivalent to the item specified in the bid solicitation.

## **Section II: Financial Bid**

### **3.3 Pricing**

Bidders must submit their financial bid in accordance with the Basis of Payment specified in Part 6. The total amount of applicable Taxes must be shown separately, if applicable.

The Bidder must submit firm unit prices in "Line Item Detail" only. No prices must be indicated in any other section of the bid.

### 3.3.1 SACC Manual Clauses

### 3.3.2 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

While delivery of the vehicle is requested as soon as possible, the best delivery that can be offered is as follows:

Item 001 – One (1) Tank Truck will be delivered within \_\_\_\_ calendar days from the effective date of the contract.

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## **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**

### **4.1 Evaluation Procedures**

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

#### **4.1.1 Technical Evaluation**

4.1.1.1 Bidders must submit, with their bid, the followings documents:

- 1) Annex "A"- Specifications – Tank Truck; and
- 2) Appendix 1- Technical Information Questionnaire – Tank Truck.

4.1.1.2 Equivalent Products

Bidders proposing substitutes and/or alternatives must provide with their bid all the information requested as detailed in Part 3, "equivalent products" to be considered for evaluation.

#### **4.1.2 Financial Evaluation**

4.1.2.1 The purpose of the financial evaluation is to determine the lowest price using the information submitted in "Line item Detail".

### **4.2 Basis of Selection**

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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

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

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

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

### **5.1 Certifications Required with the Bid**

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

#### **5.1.1 Integrity Provisions - Declaration of Convicted Offences**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide with its bid the required documentation, as applicable, to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

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

#### **5.2.1 Integrity Provisions – Required Documentation**

In accordance with the *Ineligibility and Suspension Policy* (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

## 5.2.2 Federal Contractors Program for Employment Equity - Bid Certification

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list available at the bottom of the page of the Employment and Social Development Canada (ESDC) - Labour's website ([http://www.esdc.gc.ca/en/jobs/workplace/human\\_rights/employment\\_equity/federal\\_contractor\\_program.page?&\\_ga=1.229006812.1158694905.1413548969](http://www.esdc.gc.ca/en/jobs/workplace/human_rights/employment_equity/federal_contractor_program.page?&_ga=1.229006812.1158694905.1413548969)).

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.

## 5.2.3 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 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.

### 5.2.3.1 General Environmental Criteria Certification

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

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Bidders' Authorized Representative Signature

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Date

or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

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| <b>Green Practices within the Bidders' organization</b>  | <b>Insert a checkmark for each criterion that is met</b> |
|--|--|
| Promotes a paperless environment through directives, procedures and/or programs  |  |
| All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client   |  |
| Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification  |  |
| Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity. |  |
| Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.   |  |
| A minimum of 50% of office equipment has an energy efficient certification.  |  |

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Bidders' Authorized Representative Signature

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Date

## **PART 6 - RESULTING CONTRACT CLAUSES**

### **6.1 Requirement**

The Contractor must deliver One (1) Tank Truck in accordance with Annex "A"  
- Specifications – Tank Truck.

### **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 (2016-04-04), General Conditions - Goods (Medium Complexity), apply to and form part of the Contract.

### **6.3. Term of Contract**

#### **6.3.1 Delivery of Vehicle/Equipment**

Delivery of the vehicle must be made as follows:

Item 001 – One (1) Tank Truck must be delivered on or before \_\_\_\_\_  
(Date to be inserted by PWGSC 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: 873-469-3318  
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: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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: \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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

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

##### Item 001 Tank Truck (Cab and Chassis)

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone Number: \_\_\_\_\_

Distance between the delivery location and the dealer and/or agent: \_\_\_\_\_ km

### **Item 001 Tank Truck (Tank and Fuel dispensing equipment)**

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 their obligations under the Contract, the Contractor will be paid 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.

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**

H1000C    Single Payment                      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:

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

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

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.

Invoices must be distributed as follows:

- a) The original and one copy of the Contractor's own invoice must be forwarded by mail to:

Name: \_\_\_\_\_ (To be inserted by PWGSC at time of contract award.)  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
Facsimile: \_\_\_\_-\_\_\_\_-\_\_\_\_\_  
E-mail: \_\_\_\_\_

- b) One copy of all invoices to the PWGSC Contracting Authority.

## 6.7 Certifications

### 6.7.1 Compliance

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, 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) the general conditions 2010A (2016-04-04) General Conditions - Goods (MediumComplexity);
- (c) Annex "A" – Specifications – Tank Truck;
- (d) Appendix 1 - Technical Information Questionnaire – Tank Truck

(e) the Contractor's bid dated \_\_\_\_\_ (if the bid was clarified or amended, insert at the time of contract award "as clarified on" \_\_\_\_\_ or "as amended on" \_\_\_\_\_ and insert date (s)).

## 6.10 SACC Manual Clauses

The following clauses set out in the SACC Manual must form part of this Contract:

|        |                                 |            |
|--------|---------------------------------|------------|
| A1009C | Work Site Access                | 2008-05-12 |
| A9049C | Vehicle Safety                  | 2011-05-16 |
| A9068C | Government Site Regulations     | 2010-01-11 |
| B1505C | Shipment of Hazardous Materials | 2006-06-16 |
| 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 Parks Canada's personnel at the final delivery location.

The fuel tanks must be at least half full prior to release of the vehicle to Parks Canada's personnel.

Any attempt by the carrier to deliver vehicles will 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

The Contractor must ship the goods prepaid DDP - Delivered Duty Paid to Québec, QC. Unless otherwise directed, delivery must be made by the most economical means. 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.

Item 001 - the contact person for delivery is: \_\_\_\_\_ (to be inserted by PWGSC at time of contract award).

#### **6.14 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 Crown. The Crown reserves the right to carry out the Post-Contract Award Meeting/Pre-Production Meeting via teleconference.

#### **6.15 Material**

Material supplied must be new, unused and of current production by manufacturer (2016 model-year or newer).

#### **6.16 Spare Part 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 Parks Canada, or its authorized agents, for a period of ten (10) years.

#### **6.17 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).

#### **6.18 Warranty**

The manufacturer's standard warranty of (to be inserted by PWGSC at time of contract award) (\_\_\_\_\_ months or \_\_\_\_\_ km) as administered through the designated dealer or authorized agent apply.

#### **6.19 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;

Solicitation No. - N° de l'invitation  
EF928-162332/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur  
HP923

Client Ref. No. - N° de réf. du client  
EF928-162332

File No. - N° du dossier

CCC No./N° CCC - FMS No/ N° VME

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and reduced toxic and hazardous substances. In accordance with the Policy on Green Procurement:

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority (I/A) or the Procurement Authority (I/A), thereby reducing printed material.

The Contractor 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.

## ANNEX A – SPECIFICATIONS - TANK TRUCK

### *Parks Canada – Grosse Ile, Québec*

This document describes a split tank truck with a maximum capacity of 10,000 litres. The regular gasoline motorized fuel tank truck will be used as a mobile diesel fuel-dispensing vehicle at a Parks Canada historic site on an island in the St Lawrence River near Montmagny called Grosse Ile.

**The contractor must deliver the vehicle to the following address:** 280, Saint-Dominique Street, Québec, QC, G1K 6R1.

The vehicle/equipment must be capable of functioning in the extreme weather conditions characteristic of the site of the operation, in a temperature range of -40 to 37° C.

| <b>Tank Truck Technical Specifications</b>   |                   |           |
|--|-------------------|-----------|
|  | <b>Compliant?</b> |           |
|  | <b>Yes</b>        | <b>No</b> |
| <b>The truck must include (without limitation) the following features:</b>                       |                   |           |
| <b>1. Engine:</b> regular gasoline equipped with a block heater                                  |                   |           |
| <b>2. Transmission:</b> automatic, propulsion with PTO power output                              |                   |           |
| <b>3. Minimum capacity:</b> 33,000 pounds total (GVWR)   |                   |           |
| <b>4. Cab:</b> standard 2 seater equipped with:  |                   |           |
| a) Colour: white for exterior and whatever colour is available for the interior                  |                   |           |
| b) Two (2) high-back seats with fabric panels and a retractable seat belt                        |                   |           |
| c) A minimum of two (2) doors for entry and egress   |                   |           |
| d) Two (2) heavy-duty, heated, motorized rear-view mirrors                                       |                   |           |
| e) Intermittent windshield wipers  |                   |           |
| f) Heavy-duty rubber matting or spray polyurethane coating installed over the entire cabin floor |                   |           |
| g) Interior and instrument panel lights to provide adequate lighting for nighttime operations    |                   |           |

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|--|--|--|
| <p>h) An air-conditioning system equipped with all the components and controls required for regulation of the cab interior temperature</p>   |  |  |
| <p>i) High output controlled heater and defroster adequate for the operating conditions specified</p>  |  |  |
| <p><b>5. Controls and instruments:</b> The instruments shall be readily visible while seated in the driver's seat. The vehicle instruments shall have instructions/markings in French and English or international symbols. The instruments <i>shall</i> include:</p> <ul style="list-style-type: none"> <li>• Electric meter (ammeter or voltmeter);</li> <li>• An engine oil pressure gauge;</li> <li>• A fuel gauge;</li> <li>• Coolant temperature indicator;</li> <li>• A PTO indicator;</li> <li>• An hour meter;</li> <li>• A tachometer.</li> </ul> <p><i>If the openings are still available for addition of auxiliary switches, fill them with original switches that already have the necessary wiring.</i></p> |  |  |
| <p><b>6. Tires:</b> Winter tires adapted to the extreme weather conditions of an island located in the middle of the St Lawrence River, balanced and installed on the vehicle upon delivery. One (1) spare wheel and one (1) spare tire of the same size and height shall be mounted on the vehicle ready for use.</p>   |  |  |
| <p><b>7. Lights and alarm:</b><br/>a) Work lighting: Two (2) large flood lights shall be provided and installed so that the directional aim of the lights can be controlled by the operator standing at ground level or on the cab entrance steps. The control switches for the lights shall be located on the pumping control panel.</p>  |  |  |
| <p>b) Cabinet lighting: All cabinets shall include lighting. The cabinet lights shall be master controlled when the pumping system is powered up.</p>  |  |  |
| <p>c) Strobe light: The vehicle shall be equipped with a high profile amber strobe light mounted on a pedestal behind the cab at the roof line. A switch located in the cab shall operate the strobe.</p>  |  |  |
| <p>d) Additional back-up light: The vehicle shall be equipped with (2) directional flood lights mounted on a pedestal on the rear of the vehicle. A switch located in the cab shall operate the lights.</p>  |  |  |

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| <p>e) <b>Back-up alarm:</b> An audible back-up alarm to alert personnel that the vehicle transmission is in reverse.</p>   |  |  |
| <p><b>8. Cabinets:</b> The body shall incorporate weatherproof aluminum cabinets. Elastomeric seals shall be used to prevent the ingress of dust, debris and water. All cabinet doors shall include door holders to hold them in the open position. If required, latches shall be included to keep the doors open in high wind conditions. The door handles shall be the recessed positive locking type. The doors shall include a padlocking provision. The following cabinets are required:</p> <p>a) <b>Pumping cabinet:</b> The pumping cabinet shall enclose the meter(s), the fueling hose reels and related equipment, with sufficient space around the equipment for ease of maintenance and use. The cabinet shall be located at the rear of the vehicle and have a sloping solid floor with a drain. Two doors should be vertically hinged and open to at least 160 degrees with bump stops and a provision for locking the door open. A weather drip trough shall be located above the opening.</p> |  |  |
| <p>b) <b>Stowage cabinet:</b> Two (2) stowage cabinets shall be located along the left and right sides of the vehicle and in front of the rear wheels. They shall be used to stow the spill response and other equipment. The capacity of the cabinets shall be 4' X 2' X 2', shall be 1 metre<sup>3</sup> (3.5 ft<sup>3</sup>).</p>   |  |  |
| <p><b>9. Minimum range:</b> the truck will be operating on an island with 2 km of road.</p>  |  |  |
| <p><b>10. Mud flaps:</b> front and rear.</p>   |  |  |
| <p><b>11. Tow hooks:</b> front and rear.</p>   |  |  |
| <p><b>12. TDG sign brackets:</b> mounts allowing for insertion of TMD signs must be heavy duty (galvanised steel) and bolted, two (2) at the front and two (2) at the back, on each side of the vehicle.</p>   |  |  |
| <p><b>13. Other equipment:</b></p> <p>a) <b>Exterior fire extinguishers:</b> One (1) outside extinguisher shall be provided. The extinguishers shall be dry chemical (9.5 kg or 21 lb) and secured with a heavy duty mounting bracket. The extinguisher shall be mounted near the pumping cabinet in a readily accessible location.</p>  |  |  |
| <p>b) <b>Interior fire extinguisher:</b> A fire extinguisher suitable for low temperature use shall be provided in the vehicle cab. The extinguisher shall be a dry chemical extinguisher (5 kg or 11 lb), mounted on a bracket in a readily accessible location.</p>  |  |  |

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| <p>c) Wheel chocks: Two (2) wheel chocks shall be provided. The wheel chocks shall be made from a fuel resistant (metal or elastomeric) material.</p>  |  |  |
| <p><b>14. Manual:</b> All manuals required for the description, operation, maintenance and repair of the entire system, including associated sub-systems, shall be provided.<br/>At minimum, the manuals shall include:</p> <p>a) A bilingual operator's manual;</p>   |  |  |
| <p>b) A bilingual maintenance manual;</p>  |  |  |
| <p>c) A bilingual parts manual;</p> <p>Copies of the paper and electronic format manuals shall be delivered on CD/DVD. The CD/DVD shall not require installation, password and/or internet connection to be accessed and shall be an unlocked PDF file in a electronically searchable format.</p>  |  |  |
| <p><b>15. Operator training:</b> The contractor shall deliver operator training sessions dealing with the specific features and capabilities of the equipment. The training shall cover, at minimum, current operator training procedures, how to operate the features of the vehicle safely and efficiently.</p> <p><b>Maintenance training:</b> The contractor shall provide training sessions to maintenance personnel. The training shall cover, at minimum, safety precautions, trouble shooting, test and adjustment, special tools and test equipment, minimum operating parameters and features of the vehicle and the safe and efficient maintenance of the vehicle;</p> <p><b>NOTE:</b> Operator and Maintenance training will have to be perform by the contractor at the Grosse Ile location once the vehicle has been delivered there by Parks Canada. The training might be scheduled many weeks after the initial delivery in Québec, QC.</p> |  |  |
| <p><b>The equipment associated with the tank truck shall include (without limitations) the following features:</b></p>   |  |  |
| <p><b>16. Capacity:</b> 10,000 litres or the maximum allowing for compliance with the truck's carrying capacity</p>  |  |  |
| <p><b>17. Mechanism for operating and closing valves and controls:</b> cable,</p>  |  |  |

|   |  |  |
|---|--|--|
| electric or pneumatic system. Install the mechanical or electric cables, pneumatic lines and the air compressor and tank using the selected methodology   |  |  |
| <b>18. Loading:</b> the product shall be loaded from the bottom of the tank. The connection shall be a 50 mm leakproof “Quick & Dry Disconnects”. The fill pipe shall include a check valve located after the quick coupling. The tank shall be equipped with a mechanical, electronic or pneumatic overflow protection device (spit valve). The system shall be built into the tank and include a high-level probe that controls a solenoid valve. |  |  |
| a) Provide two (2) 50 mm “Quick & Dry Disconnects” for the loading hoses  |  |  |
| b) The tank shall be equipped with a vapour recovery system that also serves as an overflow pipe.   |  |  |
| <b>19. Compartment:</b> single with at least two (2) wave partitions  |  |  |
| <b>20. Ladder:</b> The tank must have a heavy duty ladder (aluminum) to offer safe and easy access to the upper part of the petroleum tank. The rungs shall be non-skid.  |  |  |
| <b>21. Brakes:</b> The brakes shall be activated automatically when the pump attached to the PTO is put into operation.   |  |  |
| <b>22. Fueling system:</b>  |  |  |
| a) The tank shall be equipped with a low-flow fuelling system. The system shall use incremental or infinitely variable fueling flow up to a maximum of 225 litres/min (59.44 US gals/min), controllable from the pumping station.   |  |  |
| b) A single (1) pumping system shall be provided. The petroleum pump and related power equipment must be designed to withstand a high idle speed, operating conditions that may be necessary in cold weather. All components shall operate properly in accordance with the manufacturer’s specifications for high idle speeds.  |  |  |
| <b>23. Distribution System:</b><br>The petroleum product distribution system shall includes the following elements:   |  |  |
| a) A meter graduated in litres with the following features:<br>- maximum flow of 380 litres per minute,<br>- complies with specifications and accuracy standards of Measurement Canada<br>- a delivery presetting<br>- a shut-off valve linked to the preselection system<br>- a strainer   |  |  |

|   |  |  |
|---|--|--|
| <ul style="list-style-type: none"> <li>- an adjustable meter</li> <li>- a totalizing meter and display that can be reset to zero</li> <li>- a permanent sign shall be installed on the system with the inscription "Not Legal for Resale"</li> <li>- The contractor shall demonstrate that the meter has been properly calibrated and submit a report.</li> </ul>   |  |  |
| <p>b) Reels: Two (2) reels for 1.5 inch inside diameter hard-walled hoses at least 50 feet in length. The reels shall be electrically or air operated and equipped with cranks and braking and locking mechanisms. Their placement shall allow for delivery to both sides of the vehicle.</p>   |  |  |
| <p>c) Hoses: Two (2) hoses: One (1) "arctic" fuel supply hard wall hose 50 ft in length and 1.25" inside diameter shall be supplied complete with all the required fittings. And one (1) "arctic" fuel supply hard wall hose 50 ft in length and 1.5" inside diameter shall be supplied complete with all the required fittings. The hoses shall be installed on the respective pumping system reels.</p>     |  |  |
| <p>d) Lance: a lance installed on the 1.25" hose with a 1.25" nozzle and a 2" interchangeable nozzle adapter and 2" quick coupler. It shall include a swivel joint, a blocking mechanism and liquid check valve.</p>  |  |  |
| <p>e) Connector: 2" dry disconnect-type adapter installed on the 1.5" hose.</p>   |  |  |
| <p>f) The truck and tank are electrically linked, connecting points to the grounds are located near the refueling point and in front of, behind and on both sides of the vehicle.</p>   |  |  |
| <p>g) Pumping controls: All controls necessary for the operation of both pumping systems shall be grouped within a single control panel centred in the pumping system cabinet. The controls shall be properly sized and arranged to allow personnel wearing arctic mittens to easily operate the equipment. The controls shall have markings/instructions in English and French or international symbols.</p> |  |  |
| <p>h) Emergency Shut-off: Three emergency shut-off controls, one mounted on each side of the vehicle and the third remotely controlled shall be provided.</p>   |  |  |

## APPENDIX 1 - TECHNICAL INFORMATION QUESTIONNAIRE – TANK TRUCK

Bidders are required to complete the following questionnaire

- A) This is not a purchase description but rather a generic specifications sheet designed to cover the majority of vehicle purchases in this class. Refer to Annex “A” - Specifications – Tank Truck for the Requirements.
- B) Fill out the form where applicable in order to provide details on the unit you are offering.
- (1) Cab and Chassis Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_
- (2) GVWR \_\_\_\_\_ lbs. GCWR \_\_\_\_\_ lbs.
- (3) Dimensions WB: \_\_\_\_\_ inches CA: \_\_\_\_\_ inches
- (4) Engine Make: \_\_\_\_\_ Model: \_\_\_\_\_  
Net HP: \_\_\_\_\_ HP at \_\_\_\_\_ RPM  
Net torque: \_\_\_\_\_ lbs. feet at \_\_\_\_\_ RPM
- (B) Radiator Shutters Make: \_\_\_\_\_ Model: \_\_\_\_\_
- (5) Transmission Make: \_\_\_\_\_ Model: \_\_\_\_\_ No. of Speeds: \_\_\_\_\_
- (B) Clutch Type: \_\_\_\_\_ Size: \_\_\_\_\_
- (C) Transfer Case Make: \_\_\_\_\_ Model: \_\_\_\_\_ Ratio: \_\_\_\_\_
- (6) Front Axle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Capacity: \_\_\_\_\_ lbs.
- (7) Rear Axle Make: \_\_\_\_\_ Model: \_\_\_\_\_  
Capacity: \_\_\_\_\_ lbs. Ratio(s): \_\_\_\_\_
- (8) Suspension  
Capacity at Ground Front: \_\_\_\_\_ lbs. each Shocks: \_\_\_\_\_  
Rear: \_\_\_\_\_ lbs. each Shocks: \_\_\_\_\_  
Auxiliary: \_\_\_\_\_ lbs. each
- (9) Tires Front size: \_\_\_\_\_ X \_\_\_\_\_ Ply/PR: \_\_\_\_\_ Tread: \_\_\_\_\_

Rear size: \_\_\_\_\_ X \_\_\_\_\_ Ply/PR: \_\_\_\_\_ Tread: \_\_\_\_\_

Spare size: \_\_\_\_\_ X \_\_\_\_\_ Ply/PR: \_\_\_\_\_ Tread: \_\_\_\_\_

(10) Frame Material: \_\_\_\_\_ RBM: \_\_\_\_\_ in lbs.

(B) Reinforcement Type: \_\_\_\_\_ RBM: \_\_\_\_\_ in lbs.

(11) Fuel Tank(s) Qty: \_\_\_\_\_ Type(s): \_\_\_\_\_

Capacity (each): \_\_\_\_\_ Gallons Locations: \_\_\_\_\_

(12) Battery(s) Qty: \_\_\_\_\_ Individual battery rating: \_\_\_\_\_ CCA

Total capacity: \_\_\_\_\_ CCA

(13) Alternator Output: \_\_\_\_\_ amps

(14) Steering Type: \_\_\_\_\_ Model: \_\_\_\_\_

(15) Brakes Type: \_\_\_\_\_ Size Front: \_\_\_\_\_ Rear: \_\_\_\_\_

(B) Compressor Make: \_\_\_\_\_ Model: \_\_\_\_\_ Capacity: \_\_\_\_\_  
CFM

(C) Air Dryer Make: \_\_\_\_\_ Model: \_\_\_\_\_

(D) Moisture Ejector Make: \_\_\_\_\_ Model: \_\_\_\_\_

(16) Seats Driver's Make: \_\_\_\_\_ Model: \_\_\_\_\_

Passenger's Make: \_\_\_\_\_ Model: \_\_\_\_\_

(17) Accessories \_\_\_\_\_

(18) Instruments \_\_\_\_\_

(19) VEHICLE PERFORMANCE (truck at full GVWR)

Geared Top Speed - \_\_\_\_\_ MPH (SAE J688)