

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Introduction
- 1.2 Summary
- 1.3 Security Requirement
- 1.4 Debriefing

PART 2 - SUPPLIER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Suppliers' Conference
- 2.3 Submission of Arrangements
- 2.4 Former Public Servants - Notification
- 2.5 Federal Contractors Program for Employment Equity - Notification
- 2.6 Enquiries – Request for Supply Arrangements
- 2.7 Applicable Laws

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

- 3.1 Arrangement Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certifications Required with the Arrangement
- 5.2 Certifications Precedent to the issuance of a Supply Arrangement and Additional Information

PART 6 – SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

- 6.1 Arrangement
- 6.2 Security Requirement
- 6.3 Standard Clauses and Conditions
- 6.4 Term of Supply Arrangement
- 6.5 Authorities
- 6.6 Identified Users
- 6.7 On-going Opportunities for qualification
- 6.8 Priority of Documents
- 6.9 Certifications and Additional Information
- 6.10 Applicable Laws
- 6.11 Supply Arrangement Reporting
- 6.12 Technical Changes, Substitutes and Alternatives
- 6.13 Substitute Model
- 6.14 Meeting after issuance of Supply Arrangement
- 6.15 Progress Meetings
- 6.16 Factory Authorized Warranty Providers (FAWP)

B. BID SOLICITATION

- 6.1 Bid Solicitation Documents
- 6.2 Bid Solicitation Process

C. RESULTING CONTRACT CLAUSES

- 6.1 General

ATTACHMENTS

Annex "A" – Purchase Description – Pintle Trailer – Dated 2017-01-31

Appendix "1" – Technical Information Questionnaire – Pintle Trailer – Dated 2017-01-31

Annex "B" – Quaterly Status Report

Annex "C" – RFP Template

(For more information about the RFP template and Bid Solicitation Process, refer to "Bid Solicitation" Section detailed under Part 6B.)

PART 1 - GENERAL INFORMATION

1.1 Introduction

The Request for Supply Arrangements (RFSA) is divided into six parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Supplier Instructions: provides the instructions applicable to the clauses and conditions of the RFSA;
- Part 3 Arrangement Preparation Instructions: provides Suppliers with instructions on how to prepare the arrangement to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the arrangement and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided; and
- Part 6 6A, Supply Arrangement, 6B, Bid Solicitation, and 6C, Resulting Contract Clauses:
 - 6A, includes the Supply Arrangement (SA) with the applicable clauses and conditions;
 - 6B, includes the instructions for the bid solicitation process within the scope of the SA;
 - 6C, includes general information for the conditions which will apply to any contract entered into pursuant to the SA.

The Annexes includes the Purchase Descriptions and the Technical Information Questionnaires and any other annexes.

1.2 Summary

1.2.1 Canada is seeking to establish SAs to procure Pintle Trailers. The Pintle Trailers are divided in 8 different configurations as follows:

Pintle Trailers, Between Wheels Configurations (BW-A, BW-B and BW-C), including various sub-configurations, related features and accessories in accordance with Annex "A" – Purchase Description – Pintle Trailer.

Pintle Trailers, Over Wheels Configurations (OW-A, OW-B, OW-C, OW-D and OW-E), including various sub-configurations, related features and accessories in accordance with Annex "A" – Purchase Description – Pintle Trailer.

Suppliers may submit an arrangement for a specific configuration (i.e.: BW-B only or OW-C only). Suppliers must however submit an arrangement for all sub-configurations within the configuration for which an arrangement is submitted. Suppliers must ensure that all features and accessories within the configuration for which an arrangement is submitted are available upon request in the contract.

The period of the SAs will be from the date of issue to March 31, 2020 inclusively.

The Identified Users of the SAs will include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

1.2.2 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).

1.2.3 The Request for Supply Arrangements (RFSA) is to establish supply arrangements for the delivery of the requirement detailed in the RFSA to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting supply arrangements.

1.3 Security Requirements

There is no security requirement applicable to the Supply Arrangement.

1.4 Debriefings

Suppliers may request a debriefing on the results of the request for supply arrangements process. Suppliers should make the request to the Supply Arrangement Authority within 15 working days of receipt of the results of the request for supply arrangements process. The debriefing may be in writing, by telephone or in person.

PART 2 – SUPPLIER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Supply Arrangements (RFSA) by number, date and title are set out in the 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.

Suppliers who submit an arrangement agree to be bound by the instructions, clauses and conditions of the RFSA and accept the clauses and conditions of the Supply Arrangement and resulting contract(s).

The 2008 (2016-04-04) Standard Instructions - Request for Supply Arrangements - Goods or Services, are incorporated by reference into and form part of the RFSA.

Subsection 5.4 of 2008, Standard Instructions - Request for Supply Arrangements - Goods or Services, is amended as follows:

Delete: 60 days

Insert: 90 days

2.2 Suppliers' Conference

A Suppliers' conference will be held at the following location:

National Printing Bureau
Conference Room A-2412-C
West Entrance
45 Sacré-Cœur Blvd
Gatineau, Qc., J8X 1C6

Date: Friday, February 24, 2017

The Suppliers' conference will be from 9:30 a.m. to 12:00 p.m. The scope of the requirement outlined in the Request for Supply Arrangement (RFSA) will be reviewed during the conference and questions will be answered. It is recommended that Suppliers who intend to submit an arrangement attend or send a representative. Suppliers can also attend the conference by telephone via a conference-call.

Suppliers are requested to communicate with the Supply Arrangement Authority before the conference to confirm attendance in person or by telephone. Suppliers should provide, in writing, to the Supply Arrangement Authority, the name of the person(s) who will be attending and a list of issues they wish to table at least five (5) working days before the scheduled conference.

Any clarifications or changes to the RFSA resulting from the Suppliers' conference will be included as an amendment to the RFSA. Suppliers who do not attend will not be precluded from submitting an arrangement.

2.3 Submission of Arrangements

Arrangements must be submitted only to Public Services and Procurement Canada (PSPC) Bid Receiving Unit by the date, time and place indicated on page 1 of the Request for Supply Arrangements.

Due to the nature of the Request for Supply Arrangements, transmission of arrangements by facsimile to PSPC will not be accepted.

A second RFSA will be posted on the Government Electronic Tendering Service (GETS) until March 31, 2020 to allow new Suppliers to become qualified. Suppliers will have an on-going opportunity for qualification during the RFSA validity period. Existing qualified Suppliers, who have been issued a supply arrangement following the first RFSA, will not be required to submit a new arrangement. The existing qualified Suppliers will have an on-going opportunity during the second RFSA validity period to qualify new products.

2.4 Former Public Servant – Notification

Service contracts awarded to former public servants in receipt of a pension or a lump sum payment must bear the closest public scrutiny and reflect fairness in the spending of public funds. Therefore, the bid solicitation will require that you provide information that, were you to be the successful bidder, your status with respect to being a former public servant in receipt of a pension or a lump sum payment, will be required to report this information on the departmental websites as part of the published proactive disclosure reports generated in accordance with Treasury Board policies and directives on contracts with former public servants, Contracting Policy Notice 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

2.5 Federal Contractors Program for Employment Equity – Notification

The Federal Contractors Program (FCP) for employment equity requires that some contractors make a formal commitment to Employment and Social Development Canada (ESDC) - Labour to implement employment equity. In the event that this Supply Arrangement would lead to a contract subject to the Federal Contractors Program (FCP) for employment equity, the bid solicitation and resulting contract templates would include such specific requirements. Further information on the Federal Contractors Program (FCP) for employment equity can be found on Employment and Social Development Canada (ESDC) - Labour's website.

2.6 Enquiries - Request for Supply Arrangements

All enquiries must be submitted in writing to the Supply Arrangement Authority no later than seven (7) calendar days before the Request for Supply Arrangements (RFSA) closing date. Enquiries received after that time may not be answered.

Suppliers should reference as accurately as possible the numbered item of the RFSA to which the enquiry relates. Care should be taken by Suppliers 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 question(s) or may request that Suppliers do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Suppliers. Enquiries not submitted in a form that can be distributed to all Suppliers may not be answered by Canada.

2.7 Applicable Laws

The Supply Arrangement (SA) and any contract awarded under the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

Suppliers may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of the arrangement, 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 Suppliers.

PART 3 - ARRANGEMENT PREPARATION INSTRUCTIONS

3.1 Arrangement Preparation Instructions

Canada requests that Suppliers provide the arrangement in separately bound sections as follows:

Section I: Technical Arrangement (2 hard copies)

Section II: Certifications (1 hard copy)

If there is a discrepancy between the wording of the soft copy and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

Canada requests that Suppliers follow the format instructions described below in the preparation of the arrangement.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to that of the Request for Supply Arrangements.

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

- 1) use 8.5 x 11 inch (216 mm x 279 mm) 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 Arrangement

In the technical arrangement, Suppliers should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Suppliers should complete and submit, with their bid, the following Technical Information Questionnaire for the one or the multiple configurations for which an arrangement is being submitted:

- Appendix "1" – Technical Information Questionnaire - Pintle Trailers - dated 2017-01-31

Substitutes and Alternatives

Suppliers may propose substitutes and alternatives where "or equivalent" is indicated in the technical requirement description (Purchase Description). Suppliers are encouraged to offer or suggest green solutions whenever possible.

1. Substitutes and alternatives that are equivalent in form, fit, function and performance will be considered for acceptance by the Technical Authority where the Supplier:
 - (a) Clearly identifies a substitute and/or an alternative;
 - (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;

- (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
 - (d) Provides complete specifications and brochures, where applicable;
 - (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
 - (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.
2. 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: Certifications

Suppliers must submit the certifications and additional information required under Part 5.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

Arrangements will be assessed in accordance with the entire requirement of the Request for Supply Arrangements including the technical evaluation criteria.

An evaluation team composed of representatives of Canada will evaluate the arrangements.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Proof of Compliance

Suppliers must submit, with their arrangement, all proof of compliance required in the Purchase Description(s) and the Technical Information Questionnaire(s) for each configuration for which an arrangement is being submitted.

4.1.1.2 Substitutes and/or Alternatives

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

4.2 Basis of Selection

An arrangement must comply with the requirements of the Request for Supply Arrangements and meet all mandatory technical evaluation criteria to be declared responsive. All responsive arrangements will be recommended for issuance of a supply arrangement.

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Suppliers must provide the required certifications and additional information to be issued a supply arrangement (SA).

The certifications provided by Suppliers to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an arrangement non-responsive, or will declare a contractor in default if any certification made by the Supplier is found to be untrue whether made knowingly or unknowingly during the arrangement evaluation period, or during the period of any supply arrangement arising from this RFSA and any resulting contracts.

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

5.1 Certifications Required with the Arrangement

Suppliers must submit (if applicable) the following duly completed certifications as part of their arrangement.

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 Supplier must provide with its arrangement the required documentation, as applicable, to be given further consideration in the procurement process.

5.2 Certifications Precedent to the Issuance of a Supply Arrangement and Additional Information

The certifications and additional information listed below should be submitted with the arrangement, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Supply Arrangement Authority will inform the Supplier 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 arrangement 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 Supplier must provide the required documentation, as applicable, to be given further consideration in the procurement process.

5.2.2 Product Conformance

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

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

Supplier's authorized representative signature

Date

5.2.3 General Environmental Criteria Certification

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

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

Supplier's Authorized Representative Signature

Date

Or

B) The Supplier certifies that the Supplier 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 Supplier must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Suppliers' organization	Insert a checkmark for each criterion that is met
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.	

Supplier's Authorized Representative Signature

Date

PART 6 – SUPPLY ARRANGEMENT AND RESULTING CONTRACT CLAUSES

A. SUPPLY ARRANGEMENT

6.1 Arrangement

The Supply Arrangement covers the Requirement described in the Purchase Description at Annex "A" – Pintle Trailers dated 2017-01-31

6.2 Security Requirement

There is no security requirement applicable to the Supply Arrangement.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Supply Arrangement and resulting contract(s) by number, date and title are set out in the 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.

6.3.1 General Conditions

2020 (2016-04-04) General Conditions - Supply Arrangement - Goods or Services, apply to and form part of the Supply Arrangement.

6.4 Term of Supply Arrangement

6.4.1 Period of the Supply Arrangement

The period for awarding contracts under the Supply Arrangement is from _____ to _____. *(To be inserted by PSPC at time of issuance of the SA)*

6.4.2 The Supply Arrangement (SA) is for the delivery of the requirement detailed in the SA to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the supply arrangement.

6.5 Authorities

6.5.1 Supply Arrangement Authority

The Supply Arrangement Authority is:

Name: Erik Martin
Title: Supply Specialist
Public Works and Government Services Canada
Acquisitions Branch
Directorate: LEFTD, HP Division
Address: Place du Portage, 11 Laurier Street, Gatineau, QC, K1A 0S5
Telephone: 873-469-3318
E-mail address: erik.martin@pwgsc.gc.ca

The Supply Arrangement Authority is responsible for the issuance of the Supply Arrangement, its administration and its revision, if applicable.

6.5.2 Technical Authority

The Technical Authority for the SA is:

Name: _____ (To be inserted by PSPC at time of contract award.)
Title: _____
Organization: _____
Address: _____

Telephone: _____ - ____ - ____
E-mail: _____

The Technical Authority is responsible for all matters concerning the technical content of the Purchase Description(s) under the SA. 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 SA amendment issued by the Supply Arrangement Authority.

6.5.3 Supplier's Representative

Name: _____ (To be inserted by the supplier)
Title: _____
Business Address: _____

Telephone: _____ - ____ - ____
E-mail: _____

6.6 Identified Users

The Identified Users include any government department, agency or Crown Corporation listed in Schedules I, I.1, II, III, of the *Financial Administration Act*, R.S., 1985, c. F-11.

6.7 On-going Opportunities for Qualification

A second RFSA will be posted on the Government Electronic Tendering Service (GETS) until March 31, 2020 to allow new Suppliers to become qualified. Suppliers will have an on-going opportunity for qualification during the RFSA validity period. Existing qualified Suppliers, who have been issued a supply arrangement following the first RFSA, will not be required to submit a new arrangement. The existing qualified Suppliers will have an on-going opportunity during the second RFSA validity period to qualify new products.

The closing date of individual RFPs will not be extended to accommodate bidders who are in the process of being pre-qualified. Only Suppliers who have been pre-qualified and have been awarded an SA will be allowed to submit bids for individual RFPs.

6.8 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 the Supply Arrangement;

- (b) the general conditions 2020 (2016-04-04), General Conditions - Supply Arrangement - Goods or Services;
- (c) Annex "A" and Appendix 1 - Purchase Description – Pintle Trailers dated 2017-01-31;
- (d) Appendix 1 – Information Technical Questionnaire – Pintle Trailers dated 2017-01-31;
- (e) Annex "B" – Quaterly Status Report; and
- (f) the Supplier's arrangement dated _____ (*insert date of arrangement*) (*if the arrangement was clarified or amended, insert at the time of issuance of the arrangement: "as clarified on _____" or "as amended _____". (Insert date(s) of clarification(s) or amendment(s), if applicable).*

6.9 Certifications and Additional Information

6.9.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Supplier in its arrangement or precedent to issuance of the Supply Arrangement (SA), and the ongoing cooperation in providing additional information are conditions of issuance of the SA and failure to comply will constitute the Supplier in default. Certifications are subject to verification by Canada during the entire period of the SA and of any resulting contract that would continue beyond the period of the SA.

6.10 Applicable Laws

The Supply Arrangement (SA) and any contract resulting from the SA must be interpreted and governed, and the relations between the parties determined, by the laws in force in Ontario.

6.11 Supply Arrangement Reporting

The Supplier must compile and maintain records on its provision of goods to the federal government under contracts resulting from the Supply Arrangement. This data must include all purchases, including those paid for by a Government of Canada Acquisition Card.

The Supplier must provide this data in accordance with the reporting requirements detailed in Annex "B". If some data is not available, the reason must be indicated. If no goods or services are provided during a given period, the Supplier must still provide a "NIL" report.

The data must be submitted on a quarterly basis to the Supply Arrangement Authority.

The quarterly reporting periods are defined as follows:

- 1st quarter: April 1 to June 30;
- 2nd quarter: July 1 to September 30;
- 3rd quarter: October 1 to December 31;
- 4th quarter: January 1 to March 31.

The data must be submitted to the Supply Arrangement Authority no later than **fifteen (15) calendar days** after the end of the reporting period.

6.12 Technical Changes, Substitutes and Alternatives

Any technical changes, substitutes and alternatives proposed by the Supplier must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function, quality and performance to what is being replaced and must be at no additional cost to Canada. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A Supply Arrangement amendment will be issued.

Should the Technical Authority not accept the substitute or the alternative and the Supplier is unable to meet the technical requirement, Canada may terminate the Supply arrangement in accordance with the general conditions stated in the Request for Supply Arrangement.

6.13 Substitute Model

In the event that a model is discontinued, the Supplier must notify the Supply Arrangement Authority. The Supplier can offer, through the Supply Arrangement Authority, a substitute model for acceptance. The substitute model must meet all the technical requirements of the Purchase Description. An administrative revision will be done in the Supply Arrangement to reflect the change in model.

Should the substitute model not meet the technical requirement, the supplier has the right to submit another model for evaluation that they feel will satisfy the requirements. Until a substitute is approved by the Technical Authority, the supplier will not be allowed to bid on requests for that configuration.

6.14 Meeting after issuance of Supply Arrangement

Within ten (10) calendar days from the effective date of the SA, the Supplier must contact the Supply Arrangement Authority to determine if a meeting is required. A meeting will be convened at Canada's discretion. The Supplier shall be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Supplier's facilities or at the Supply Arrangement Authority's facility or via teleconference, at Canada's discretion at no additional cost to Canada.

6.15 Progress Meetings

Progress Meetings will take place as and when required, at Canada's discretion.

6.16 Factory Authorized Warranty Providers (FAWP)

The FAWP must have the facilities and manpower required to perform all warranty repairs on the trailer/equipment. The FAWP must be authorized by the OEM to provide warranty repairs for the vehicle and must be located within one hundred and fifty (150) Kilometers from the delivery destination.

B. BID SOLICITATION

6.1 Bid Solicitation Documents

Canada will use the bid solicitation template at Annex "C". The latest versions of the template and terms and conditions will be used at time of bid solicitation. A copy is available by contacting the Supply Arrangement Authority detailed under Part 6.

6.2 Bid Solicitation Process

- 6.2.1** Bids will be solicited for specific requirements within the scope of the Supply Arrangement (SA) from all pre-qualified Suppliers who have been issued a SA under the RFSA E60HP-17TRLR/A.
- 6.2.2** The bid solicitation will be posted on the Government Electronic Tendering Service (GETS).
- 6.2.3** The identified users of the SA will be responsible for the bid solicitation process and the award of individual contracts for requirements not exceeding \$400K (including applicable

taxes). PSPC will be responsible for the bid solicitation process and award of individual contracts exceeding \$400K (including applicable taxes).

- 6.2.4** The following forms must be used for the first page of the bid solicitation document and the first page of the resulting contract document. These forms are available on the Electronic Forms Catalogues (http://publiservice-app.tpsgc-pwgsc.gc.ca/forms/text/search_for_forms-e.html) website.

PWGSC-TPSGC 9400-3, Bid Solicitation
PWGSC-TPSGC 9400-4, Contract

C. RESULTING CONTRACT CLAUSES

6.1 General

The conditions of any contract awarded under the Supply Arrangement will be in accordance with the resulting contract clauses of the template used for the bid solicitation.

For any contract to be awarded using the template, general conditions 2010A (2016-04-04) will apply to the resulting contract.

The latest versions of the template and terms and conditions will be used at time of bid solicitation. A copy is available by contacting the Supply Arrangement Authority detailed under Part 6.



NOTICE

This documentation has been reviewed by the Technical Authority and does not contain controlled goods.

AVIS

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

ANNEX "A"
PURCHASE DESCRIPTION
PINTLE TRAILER

1. SCOPE

1.1 **Scope** - This Purchase Description covers the requirements for pintle trailers.

1.2 **Instructions**

- (a) Requirements, which are identified by the word "**must**", **must** be treated as mandatory. Deviations will not be permitted;
- (b) Requirements identified with a "will" define actions to be performed by Canada and require no action/obligation on the Contractor's part;
- (c) Where "**must**" or "will" are not used, the information provided is for guidance only;
- (d) Where a standard is specified and the Contractor has offered an **Equivalent**, that **Equivalent** standard **must** be supplied by the Contractor;
- (e) Where a technical certification is referred to in this Purchase Description, a copy of the certification or an acceptable Proof of Compliance **must** be supplied, when requested by the **Technical Authority**;
- (f) While the International System of Units (SI) **must** be used as the primary system of measurement to define requirements of this Purchase Description, both the SI system and the standard system for this product may be indicated. Conversion from one system of measurement to the other may not be exact; and
- (g) Dimensions stated as nominal **must** 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**

- (a) "**Provided**" means "provided and installed";
- (b) "**Technical Authority**" **must** mean the official responsible for the technical content of this requirement;
- (c) "**Equivalent**" means a standard, means, or component type, which the **Technical Authority** has approved for this requirement as meeting the specified requirements for fit, form, function and performance;

OPI: DSVPM 4 - BPR: DAPVS 4

Issued on Authority of the Chief of the Defence Staff

Publiée avec l'autorisation du chef d'état-major de la Défense

- (d) "**Commercially Equipped**" means that the vehicle/trailer is provided in its standard commercial configuration with no additional government-specified requirements;
- (e) "**Bilingual**" means in both official languages; English and French;
- (f) "**Road legal**" means the vehicle/trailer can be legally operated on all Canadian highways and secondary roads, without restrictions or special permits;
- (g) "**Payload**" means the maximum cargo load carrying capacity of the vehicle/trailer;
- (h) "**Gross Vehicle Weight Rating**" (GVWR) means manufacturer-specified recommended maximum weight of a vehicle/trailer when fully loaded; and
- (i) "**Gross Axle Weight Rating**" (GAWR) means the gross axle weight rating, which is the maximum axle load allowed by the manufacturer for this application.

1.4 **Data Table** - The following table shows required performance and dimensions for each configuration.

CHARACTERISTIC	PARAGRAPH	UNITS	CONFIGURATION											
			BW-A	BW-B	BW-C	OW-A	OW-B	OW-C	OW-D	OW-E				
GVWR MINIMUM	3.4 (a)	kg	4,500	7,200	9,050	4,500	7,200	9,050	18,125	27,200				
GVWR MAXIMUM	3.4 (b)	kg	5,650	9,000	11,500	5,650	9,000	11,500	22,700	34,000				
DECK WIDTH	3.4.2 (a)	mm	1,975	1,975	1,975	2,565	2,565	2,565	2,565	2,565				
DECK LENGTH - FLAT	3.4.2 (b)	mm	4,850	4,850	4,850	6,050	6,050	6,050	6,050	6,050				
DECK LENGTH WITH BEAVERTAIL	3.4.2 (c)	mm	5,600	5,600	5,600	7,300	7,300	7,300	7,300	7,300				
DECK TYPE BETWEEN THE WHEELS	3.4.2 (d) i	-	X	X	X									
DECK TYPE OVER THE WHEELS	3.4.2 (d) ii	-				X	X	X	X	X				

1.4.1

Sub Configuration Table. The following table indicates, with an "X", the sub configurations that **must** be provided upon request in the contract, with reference to the applicable design characteristics paragraph number.

SUB-CONFIGURATION	DESIGN CHARACTERISTICS PARAGRAPH	CONFIGURATION									
		BW-A	BW-B	BW-C	OW-A	OW-B	OW-C	OW-D	OW-E		
FLAT DECK, (NO TILT, NO RAMPS)	-				X	X	X	X	X	X	X
FLAT DECK, RAMPS (NO TILT)	3.13 (e)	X	X	X							
FLAT DECK, TILT, RAMPS	3.13 (b) , 3.13 (e)	X	X	X							
FLAT DECK, TILT (NO RAMPS)	3.13 (b)			X							
FLAT DECK, HYDRAULIC POWERED TILT (NO RAMPS)	3.13 (C)			X							
BEAVERTAIL, TILT, RAMPS	3.13 (b) , 3.13 (d) , 3.13 (e)	X	X	X	X	X	X	X	X	X	X
BEAVERTAIL, RAMPS (NO TILT)	3.13 (d) , 3.13 (e)	X	X	X	X	X	X	X	X	X	X
BEAVERTAIL, AIR POWERED TILT, POWERED RAMPS (WITH AIR BRAKES ONLY)	3.13 (c) , 3.13 (d) , 3.13 (e) , 3.13 (f)								X		X

1.4.2 **Features and Accessories Table.** The following table indicates, with an "X" and by configuration, the features and accessories that **must** be provided upon request in the contract, with reference to the applicable paragraph number.

DESCRIPTION	PARAGRAPH	CONFIGURATION											
		BW-A	BW-B	BW-C	OW-A	OW-B	OW-C	OW-D	OW-E				
LUNETTE MOUNTING PLATE, 400-700 mm	3.14 (a) (iii) (1)	X	X	X	X	X	X	X					
LUNETTE MOUNTING PLATE, 600-900 mm	3.14 (a) (iii) (2)										X		X
BALL COUPLER (IN ADDITION TO LUNETTE)	3.14 (b)	X	X	X	X	X	X	X					
RATCHET STRAPS (FLAT DECK ONLY)	3.14 (c)								X	X	X		X
STANDARD LANDING GEAR	3.14 (d)	X	X	X	X	X	X	X					
DUAL SPEED LANDING GEAR WITH SPREADER PLATE	3.14 (e)										X		X
HUBOMETER	3.14 (f)										X		X
LOOSE WHEEL NUT INDICATORS	3.14 (g)										X		X
CONTAINER LOCKS (FLAT DECK ONLY)	3.14 (h)										X		X
REMOVABLE SIDE BOARDS (FLAT DECK ONLY)	3.14 (i)										X		X
WINCH WITH GENERATOR (BEAVERTAIL ONLY)	3.14 (j)					X					X		X
ELECTRIC BRAKES	3.14 (k) (i)	X	X	X	X	X	X	X			X		
AIR BRAKES	3.14 (k) (ii)										X		X
PAINT FINISH	3.14 (l) (i)												X
GALVANIZED FINISH WITH GALVANIZED OR ALUMINUM WHEELS	3.14 (l) (ii)	X	X	X	X	X	X	X			X		
PAPER MAINTENANCE MANUAL - ENGLISH	4.1.3 (a)	X	X	X	X	X	X	X	X	X	X	X	X
PAPER MAINTENANCE MANUAL - FRENCH	4.1.3 (b)	X	X	X	X	X	X	X	X	X	X	X	X
DIGITAL MAINTENANCE MANUAL - ENGLISH	4.1.3 (c)	X	X	X	X	X	X	X	X	X	X	X	X
DIGITAL MAINTENANCE MANUAL - FRENCH	4.1.3 (d)	X	X	X	X	X	X	X	X	X	X	X	X
PAPER PARTS MANUAL	4.1.3 (e)	X	X	X	X	X	X	X	X	X	X	X	X
DIGITAL PARTS MANUAL	4.1.3 (f)	X	X	X	X	X	X	X	X	X	X	X	X

2. **APPLICABLE DOCUMENTS** - Canada will not be supplying any reference documents. Effective documents are those in effect on the date of the manufacture of the trailer. Information on the organization is supplied below.

- (a) Hazardous Products Act
Government of Canada / Department of Justice
<http://laws-lois.justice.gc.ca/eng/acts/H-3/>
- (b) International Organization for Standardization (ISO)
ISO Central Secretariat
1, ch. de la Voie-Creuse
CP 56, CH-1211 Geneva 20
Switzerland
<http://www.iso.org/iso/home.htm>
- (c) SAE Standards
SAE World Headquarters
400 Commonwealth Dr.,
Warrendale, PA, 15096-0001
<http://www.sae.org>
- (d) Canada Motor Vehicle Safety Act (CMVSA)
Government of Canada / Transport Canada
<http://www.tc.gc.ca/eng/acts-regulations/acts-1993c16.htm>

3. **REQUIREMENTS**

3.1 **Standard Design**

- (a) The trailer **must** be the latest model from a manufacturer who has demonstrated acceptability by selling, in North America, this type and size of trailer for at least five (5) years;
- (b) The trailer/equipment **must** include all components, equipment and accessories normally supplied for this application, although they may not be specifically described in this Purchase Description;
- (c) The trailer/equipment **must** have engineering certification available, upon request for this application from the original manufacturers of major equipment, systems and assemblies;
- (d) The trailer/equipment **must** conform to all applicable laws, regulations and industrial standards governing manufacture, safety, noise levels and pollution in effect in Canada at the time of manufacture; and
- (e) The trailer **must** not have systems and components operating at capacities beyond those published by the system or component manufacturer.

3.2 **Operating Conditions**

3.2.1 **Weather** - The trailer **must** operate under weather conditions found in Canada in temperatures ranging from -40 to 40°C.

3.2.2 **Terrain** - The trailer **must** operate in all-weather conditions on highways, secondary roads, gravel roads, and off-road (e.g. construction sites, open fields and dirt tracks).

3.3 **Safety Standards**

3.3.1 **Vehicle Safety Regulations** - The trailer **must** meet the provisions of the Canada Motor Vehicle Safety Act.

3.3.2 **Hazardous Materials** - The contractor **must** comply with the Hazardous Products Act of Canada with regards to the use of hazardous materials, ozone depleting substances, polychlorinated biphenyls, asbestos and heavy metals used in the manufacture and assembly of the product supplied.

3.4 **Performance**

- (a) The trailer **must** have a Gross Vehicle Weight Rating (GVWR) of at least that given as "GVWR MINIMUM" in the Data Table (paragraph 1.4);
- (b) The trailer **must** not have a Gross Vehicle Weight Rating (GVWR) greater than that given as "GVWR MAXIMUM" in the Data Table (paragraph 1.4);
- (c) The trailer **must** operate with a payload weight of at least 70 % of the "GVWR MINIMUM" in the Data Table (paragraph 1.4);
- (d) The trailer **must** carry a full load on highways and secondary roads at speeds of up to at least 110 km/h;
- (e) The trailer **must** carry a full load on gravel roads at speeds of up to at least 40 km/h; and
- (f) The trailer **must** carry a full load cross-country at speeds of up to at least 10 km/h.

3.4.1 **Towing Ability**

- (a) The trailer **must** follow the towing vehicle without weaving or side sway; and
- (b) The trailer **must** have a horizontal articulation up to 60 degrees without interference with the towing vehicle.

3.4.2 **Deck Dimensions and Type**

- (a) The trailer **must** have a deck width of at least that given as "DECK WIDTH" in the Data Table (paragraph 1.4);
- (b) The trailer **must** have a flat deck length of at least that given as "DECK LENGTH - FLAT" in the Data Table (paragraph 1.4);
- (c) The trailer **must** have a total deck length, when a beavertail is requested, of at least that given as "DECK LENGTH WITH BEAVERTAIL" in the Data Table (paragraph 1.4); and
- (d) **Deck Type**
 - i When "X" is indicated for "DECK TYPE BETWEEN THE WHEELS", in the Data Table (paragraph 1.4), the trailer **must** be provided with a between the wheels equipment hauler deck configuration; and
 - ii When "X" is indicated for "DECK TYPE OVER THE WHEELS", in the Data Table (paragraph 1.4), the trailer **must** be provided with an over the wheels deck configuration.

3.5 **Equipment**

- (a) **Drawbar** - The trailer **must** be provided with a drawbar built to carry at least 30 per cent of GVWR.

- (b) **Lunette**
- i The trailer **must** be provided with a fixed (non- rotating) lunette; and
 - ii The lunette **must** have a nominal inside diameter 76 mm in accordance with *SAE J847 Trailer Tow Bar Eye and Pintle Hook/coupler Performance*.
- (c) **Safety Chains**
- i The trailer **must** be provided with two (2) safety chains with snap hooks; and
 - ii The safety chains **must** be built in accordance with *SAE J697 Safety Chain of Full Trailers or Converted Dollies*.
- (d) **D-rings and Tie-downs**
- i The trailer deck **must** be provided with at least eight (8) deck mounted D-rings;
 - ii The trailer D-rings **must** be positioned along both sides of the deck and interior of the removable side boards (when side boards are requested) so that they can be used when the side boards are mounted;
 - iii The D-rings **must** be mounted flush with the trailer deck;
 - iv The D-rings **must** not interfere with other loading operations when not in use; and
 - v The trailer deck **must** be provided with at least eight (8) frame mounted tie downs.
- (e) **Trailer Decking** - The trailer deck **must** be provided with a dimensionally stable hardwood deck surface, such as ship-lapped keruing or **Equivalent**.
- (f) **License Plate Holder**
- i The trailer **must** be provided with a rear license plate holder; and
 - ii The rear license plate **must** be illuminated with LED lights.
- (g) **Stowage Box**
- i A stowage box **must** be provided;
 - ii The stowage box **must** be mounted forward of the trailer deck;
 - iii The stowage box **must** have an internal volume of at least 0.1 cubic meters;
 - iv The stowage box **must** have a hinged and sealed cover and a hasp for a padlock;
 - v The hinges and hasp **must** be stainless steel; and
 - vi The stowage box **must** be self-draining, with a means of preventing water from entering through the drain opening.

(h) **Manual Storage Box**

- i The trailer **must** be provided with a sealed weatherproof box exclusively for the storage of the trailer operator manual;
- ii The size of the manual storage box **must** allow a paper copy of the trailer operator manual to fit flat or rolled; and
- iii It is acceptable that the manual storage box be mounted in the trailer stowage box.

(i) **Tools**

- i The trailer **must** be supplied with a lug wrench to remove wheel nuts; and
- ii The lug wrench **must** be stored in the trailer stowage box.

3.6 **Axles** - The trailer axles **must** have a capacity of at least the maximum payload plus the trailer weight.

3.7 **Wheels and Tires**

- (a) The trailer **must** be provided with steel-belted, tubeless radial tires;
- (b) All wheels **must** be provided with tires with a mud and snow tread; and
- (c) The wheel assemblies **must** have a capacity equal or greater than the load applied, at the top trailer speed (paragraph 3.4).

3.7.1 **Spare Wheel Assembly with Storage**

- (a) The trailer **must** be provided with a spare wheel assembly;
- (b) The trailer **must** be provided with a dedicated storage location for the spare wheel assembly; and
- (c) The spare wheel assembly **must** not be mounted on the trailer deck.

3.8 **Electrical System**

- (a) The trailer **must** operate with a towing vehicle having a 12-volt negative ground electrical system;
- (b) The electrical system **must** be provided with a positive engaging, 7-pin trailer receptacle;
- (c) The towing vehicle will provide all power and control for the trailer lighting;
- (d) The trailer **must** have the wiring protected by design and positioning to prevent damage from and contact with spilled hydrocarbon fuels;
- (e) Wiring **must** be protected by grommets when passing through metal; and
- (f) The wiring **must** be protected woven fabric looms which are waterproof. Split hose looms will not be accepted.

3.9 **Lighting**

- (a) The trailer **must** have lights and reflectors in accordance with CMVSA;

- (b) The lights **must** be recessed or otherwise protected from damage with all components easily accessible for servicing;
- (c) All trailer lighting **must** be LED; and
- (d) Lights **must** be rubber mount sealed LED lights.

3.10 **Lubricants and Hydraulic Fluids**

- (a) The trailer **must** operate using synthetic non-proprietary lubricants; and
- (b) Grease fittings on the trailer **must** conform to *SAE J534 Lubrication Fittings*.

3.11 **Identification**

- (a) The trailer information **must** be permanently marked in a conspicuous and protected location;
- (b) The information **must** include the manufacturer's name, and model;
- (c) GAWR and GVWR ratings **must** be provided; and
- (d) The maximum payload capacity **must** be provided on the identification plate.

3.12 **Trailer Delivery Condition**

- (a) The trailer **must** be delivered to destination in a fully operational condition (serviced and adjusted);
- (b) The trailer **must** be cleaned before being shipped; and
- (c) Lubricant viscosity provided **must** be in accordance with the manufacturer's specifications for the destination and the season of delivery.

3.13 **Design Characteristics** - Sub-configurations are defined by the combination of select design characteristics as contained in table 1.4.1. The following design characteristics **must** be provided when applicable to a sub-configuration as per table 1.4.1.

(a) **Not Used**

(b) **Tilt Deck**

- i The trailer **must** be provided with a tilt deck;
- ii The tilt deck **must** be provided with a locking mechanism to secure the deck in the travel position. An automatic locking mechanism is preferred; and
- iii Pins for pin-type tilt deck locking mechanisms **must** be held on trailer by a short chain or captive.

(c) **Power Tilt Deck**

- i The trailer deck **must** be provided with a power actuated tilt deck;
- ii The tilt deck **must** be provided with a locking mechanism to secure the deck in the travel position. An automatic locking mechanism is preferred;
- iii Pins for pin-type tilt deck locking mechanisms **must** be held on trailer by a short chain or captive;

- iv Air Brakes equipped trailers must be provided with air actuated power tilt deck using air from the brake system; and
 - v Electric brakes equipped trailer must be provided with hydraulic actuated power tilt deck.
- (d) **Beavertail** - The trailer **must** be provided with a beavertail.
- (e) **Ramps**
- i Manufacturer's ramps or single ramp, with a secure travel lock provision **must** be provided;
 - ii The upper surface of the ramps **must** permit loading of smooth tired vehicles;
 - iii The ramps **must** be a see-through design;
- (f) **Powered Self-Deploying Ramps**
- i Ramps provided **must** be powered self-deploying ramps; and
 - ii Ramps **must** be actuated using air from the brake system.

3.14 **Features and Accessories** - The following features and accessories, when required, will be requested in the individual bid solicitation in accordance with the Features and Accessories Table (Paragraph 1.4.2).

- (a) **Lunette Mounting Plate**
- i The trailer **must** be provided with a lunette mounting plate;
 - ii The lunette mounting plate **must** be provided with adjustable heights at increments of no greater than 50 mm; and
 - iii **Lunette Mounting Heights**
 1. The lunette mounting plate **must** allow the lunette to be mounted with nominal heights from 400 to 700 mm above ground level; or
 2. The lunette mounting plate **must** allow the lunette to be mounted with nominal heights from 600 to 900 mm above ground level.
- (b) **Ball Coupler**
- i The trailer **must** be provided with a ball coupler, in addition to the lunette;
 - ii The ball coupler **must** accommodate a 2 ½ inch (63.5 mm) ball; and
 - iii The ball coupler **must** mount on the lunette mounting plate.
- (c) **Ratchet Straps**
- i The trailer **must** be provided with four (4) sets of nominal 9,140 mm long and 75 mm wide cargo strap assemblies complete with winches and slip hooks;
 - ii The strap assemblies **must** be mounted at four (4) locations on the left hand side of the trailer such that operation of the trailer is not impaired and ground clearance is not diminished; and

iii The strap assemblies **must** have a load capacity of at least 4,525 kg.

(d) **Standard Landing Gear**

i The trailer **must** be provided with landing gear having a positively locked travel position;

ii The landing gear **must** lift a fully loaded trailer at least 200 mm from horizontal; and

iii The landing gear **must** have a stored ground clearance of at least 450 mm.

(e) **Dual speed Landing Gear**

i The trailer **must** be provided with a dual speed landing gear having a positively locked travel position;

ii The dual speed landing gear **must** lift a fully loaded trailer at least 200 mm from horizontal; and

iii The dual speed landing gear **must** have a stored ground clearance of at least 450 mm.

iv **Load Spreader Plate**

1. The dual speed landing gear **must** be provided with a load spreader plate;

2. The load spreader plate **must** be at least 500 mm x 500 mm and at least 50 mm thick;

3. The load spreader plate **must** be made of pressure treated wood or an **Equivalent**;

4. The load spreader plate **must** have rope handle; and

5. The load spreader plate **must** have a storage location on the trailer.

(f) **Hubometer**

i The trailer **must** be provided with a hubometer installed on the curb side of one (1) of the axles; and

ii The hubometer **must** be in kilometers.

(g) **Loose Wheel Nut Indicators** - Loose wheel nut indicators **must** be provided at each wheel station.

(h) **Container Locks**

i The trailer **must** be provided with eight (8) retractable ISO lock container locks positioned to accept a loaded 20 foot ISO container (Class 1C in accordance with ISO 668) or two (2) 10 foot containers (Class 1D in accordance with ISO 668);

ii The ISO container locks **must** be mounted flush with the trailer deck;

iii The ISO container locks **must** not interfere with other loading operations when not in use; and

iv The preferred ISO container locks are Jost Model R 416 VAK.

(i) **Removable Side Boards**

- i The trailer **must** be provided with removable side boards;
- ii The removable side boards **must** have a height above the trailer deck, when installed, of at least 605 mm;
- iii The removable side boards **must** have metal posts;
- iv The removable side boards **must** have rails that are fabricated from metal or composite material; and
- v The side rails **must** be separated from the rail above or below and the deck with spaces of at least 50 mm.

(j) **Winch with Generator**

- i The trailer **must** be provided with an electrically powered winch;
- ii The winch **must** pull from the front of the trailer deck;
- iii The winch **must** have a bare drum pull of at least 35 percent of the maximum payload weight;
- iv The winch **must** have at least 30.5 meters of cable, which has been pre-strained to remove elasticity;
- v The winch **must** be accompanied with a pulley and chain assembly to allow a doubled cable;
- vi The winch **must** be provided with either a wireless or wired remote control;
- vii Wired remote controls **must** be provided with a cable length of at least 6,000 mm;
- viii The contractor **must** provide a generator that supplies the power to the winch; and
- ix The generator **must** be permanently installed on the A-frame of the trailer.

(k) **Brake System** - The required brake system will be specified in the contract.

i **Electric Brake System**

1. The trailer **must** be provided with electric brakes;
2. The brakes **must** be connected to power from the towing vehicle through the trailer receptacle; and
3. The brake system **must** be provided with breakaway safety system equipped with a coiled breakaway cable.

ii **Air Brake System**

1. The trailer **must** be provided with an air anti-lock braking system (ABS);
2. The brake system **must** be provided with colour coded glad hand coupler offset to the roadside, with dummy glad hand couplers equipped with a safety chain provided for each glad hand;
3. The trailer's tractor-to-trailer lines **must** be constructed of coiling lines; and

4. The air tank drain valve **must** be accessible from beside the trailer;

(1) **Paint and Finish** - The paint and finish will be specified in the contract.

i **Paint Finish**

1. The trailer frame **must** be provided with a powder coat painted finish or **equivalent** durability; and

2. The paint colour **must** be black.

ii **Galvanized Finish**

1. In lieu of a painted finish, the trailer frame **must** be provided with a galvanized finish; and

2. The galvanized finish trailer **must** be provided with galvanized finish or aluminum wheels.

4. **Integrated Logistic Support**

4.1 **Contractor Documentation and Logistic Items**

4.1.1 **Documents to Technical Authority (Designated Contact) on Contract**

(a) **Manuals for Approval (DND Only)**

i The Contractor **must** supply a set of manuals for each Configuration/model, in digital format, including the operator, parts and maintenance (shop repair) manuals;

ii The set of manuals **must** include manuals for all the specified accessories and features for the configuration/model. Accessory manuals may be included as supplements to the trailer/equipment manuals;

iii Digital copies **must** be functional without the requirement for a password, an auto-run installation procedure or an Internet connection;

iv Digital copies **must** be supplied on a CD or DVD;

v Digital copies **must** be supplied in a searchable PDF format;

vi A separate CD/DVD **must** be supplied for each Configuration/ Make/ Model with all accessories;

vii The CD or DVD **must** be permanently and legibly marked with a list of contents;

viii Manuals will not be returned;

ix Manual approval, request for additional documentation or request for amendments will be supplied within 15 working days of receipt;

x The Contractor **must** supply the additional documentation or implement the changes as requested by the **Technical Authority**; and

xi Paper copies of manuals delivered under this contract **must** have the same content as the electronic format approved by the **Technical Authority**.

(b) **Engineering Drawing (DND Only)**

- i The contractor **must** provide a top level engineering drawing of the trailer;
- ii The engineering drawing **must** have right side, top and front views with overall dimensions; and
- iii The information block of the engineering drawing **must** have the original equipment manufacturer name, the original equipment manufacturer model or part number and the weight of the trailer.

(c) **Photographs and Line Drawings (DND Only)**

- i The Contractor **must** supply two (2) digital colour photographs, one (1) left-front three-quarter view, and one (1) right-rear three-quarter view of each configuration/model;
- ii One (1) digital colour photograph of each attachment taken at the three-quarter view that best illustrates the attachment **must** be supplied;
- iii One (1) front-view and one (1) side-view line drawing showing dimensions of the vehicle/equipment **must** be supplied. Brochure line drawings are acceptable;
- iv Photographs **must** have a plain background;
- v Photographs **must** be in a JPEG (Joint Photographic Experts Group) format; and
- vi Photographs **must** have a resolution of at least eight (8) Mega pixels.

(d) **Data Summary (DND Only)**

- i The Contractor **must** supply a bilingual data summary for each Configuration/model, with trailer data (including accessories and features) and a trailer picture, for each DND contract;
- ii The **Technical Authority** will supply a bilingual template of a data summary to the Contractor;
- iii The Contractor **must** supply a digital copy (MS Word) of the completed data summary for approval;
- iv Data summary approval or request for amendments will be supplied within 15 working days of receipt; and
- v The Contractor **must** implement the changes requested by the **Technical Authority**.

(e) **Warranty Letter (All Users)**

- i The **Technical Authority** will supply a bilingual warranty letter template to the Contractor;
- ii The Contractor **must** supply a complete description of the warranty with the requested warranty terms and any system or sub system warranty that exceeds the minimum requested;
- iii The warranty letter **must** include the name and contact information of the closest designated warranty provider

and other designated warranty providers across Canada;
and

- iv The Contractor **must** supply a copy of the warranty letter, in PDF digital format, for each trailer delivered, to the **Technical Authority** or the designated contact for non-DND users.

(f) **Safety Data Sheets (All Users)**

- i The Contractor **must** supply a list, in digital format, of all hazardous materials used on the vehicle/equipment;
- ii If there are no hazardous materials used, this **must** be stated on the listing; and
- iii The Contractor **must** supply, in digital PDF format, safety data sheets for all hazardous materials in the list.

4.1.2 **Items Supplied with Each Trailer**

- (a) **Operator's Manuals** - The Contractor **must** supply an approved bilingual operator's manual in both paper and digital PDF format on a CD or DVD with each trailer delivered;
- (b) **Warranty Letter** - The Contractor **must** supply a paper copy of the warranty letter with each trailer delivered;
- (c) **Safety Data Sheets**
 - i The Contractor **must** supply a set of material safety data sheets; and
 - ii The material safety data sheets **must** be the same as those provided to the **Technical Authority** as per paragraph 4.1.1 (f).

4.1.3 **Additional Items** (when specified in the individual bid solicitation)

- (a) **Paper Maintenance Manual - English**
 - i The Contractor **must** supply the **Technical Authority** approved maintenance (shop repair) manuals in paper format and in English required for the maintenance and repair of the trailer, features and accessories; and
 - ii The contractor may supply this deliverable as a bilingual package.
- (b) **Paper Maintenance Manual - French**
 - i The Contractor **must** supply the **Technical Authority** approved maintenance (shop repair) manuals in paper format and in French required for the maintenance and repair of the trailer, features and accessories; and
 - ii The contractor may supply this deliverable as a bilingual package.
- (c) **Digital Maintenance Manual - English**
 - i The Contractor **must** supply the **Technical Authority** approved searchable PDF digital maintenance (shop repair) manuals in English required for maintenance and repair of the trailer, features and accessories;
 - ii The contractor may supply this deliverable as a bilingual package;

- iii Digital copies **must** be supplied on a CD or a DVD; and
 - iv Digital copies **must** be functional without the requirement for a password, an auto-run installation procedure or an Internet connection.
- (d) **Digital Maintenance Manual - French**
- i The Contractor **must** supply the **Technical Authority** approved searchable PDF digital maintenance (shop repair) manuals in French required for maintenance and repair of the trailer features and accessories;
 - ii The contractor may supply this deliverable as a bilingual package;
 - iii Digital copies **must** be supplied on a CD or a DVD; and
 - iv Digital copies **must** be functional without the requirement for a password, an auto-run installation procedure or an Internet connection.
- (e) **Paper Parts Manual**
- i The Contractor **must** supply the **Technical Authority** approved parts manuals for the trailer, features and accessories;
 - ii The parts manual **must** be in English; and
 - iii It is desirable to supply the parts manual in French in addition to the English version.
- (f) **Digital Parts Manual**
- i The Contractor **must** supply the **Technical Authority** approved searchable PDF digital parts manuals required for the trailer, features and accessories; and
 - ii It is desirable to provide the parts manual in French in addition to the English version;
 - iii Digital copies **must** be supplied on a CD or a DVD; and
 - iv Digital copies **must** be functional without the requirement for a password, an auto-run installation procedure or an Internet connection.



NOTICE

This documentation has been reviewed by the Technical Authority and does not contain controlled goods.

AVIS

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

APPENDIX "1"
TECHNICAL INFORMATION QUESTIONNAIRE
PINTLE TRAILER

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

Where the specification paragraphs below indicate "Proof of Compliance", the "Proof of Compliance" **must** be provided for each performance requirement/specification. Sufficient literature **must** be provided to demonstrate Proof of Compliance for each sub-configuration in each weight class.

Bidders should indicate the requested information and 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: _____

Address: _____

Proposal Date: _____

Substitutes/Alternatives

Are any equipment substitutes/alternatives offered as **Equivalent**? YES NO

If yes, please identify all equipment substitutes/alternatives offered as **Equivalents** below:

OPI: DSVPM 4 - BPR: DAPVS 4

Issued on Authority of the Chief of the Defence Staff
Publiée avec l'autorisation du chef d'état-major de la Défense



PINTLE TRAILER CONFIGURATION BW-A

Sub-configuration Flat Deck, Ramps:

Make: _____; Model: _____

Sub-configuration Flat Deck, Tilt, Ramps:

Make: _____; Model: _____

Sub-configuration Beavertail, Tilt, Ramps:

Make: _____; Model: _____

Sub-configuration Beavertail, Ramps:

Make: _____; Model: _____

1.4 DATA TABLE - Proof of Compliance

CHARACTERISTIC	CLAUSE	VALUE	UNIT	DOCUMENT TITLE	PAGE
GVWR	3.4 (a)		kg		
DECK WIDTH	3.4.2 (a)		mm		
DECK LENGTH - FLAT	3.4.2 (b)		mm		
DECK LENGTH WITH BEAVERTAIL	3.4.2 (c)		mm		

3.1 (a) Standard Design

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer has been producing this design type and weight class of trailer for at least five (5) years.

Document Title: _____ - Page: _____

3.14 (1) ii Galvanized Finish

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer can produce trailers with this design type and weight class with a galvanized finish.

Document Title: _____ - Page: _____

PINTLE TRAILER CONFIGURATION BW-B

Sub-configuration Flat Deck, Ramps:

Make: _____; Model: _____

Sub-configuration Flat Deck, Tilt, Ramps:

Make: _____; Model: _____

Sub-configuration Beavertail, Tilt, Ramps:

Make: _____; Model: _____

Sub-configuration Beavertail, Ramps:

Make: _____; Model: _____

1.4 DATA TABLE - Proof of Compliance

CHARACTERISTIC	CLAUSE	VALUE	UNIT	DOCUMENT TITLE	PAGE
GVWR	3.4 (a)		kg		
DECK WIDTH	3.4.2 (a)		mm		
DECK LENGTH - FLAT	3.4.2 (b)		mm		
DECK LENGTH WITH BEAVERTAIL	3.4.2 (c)		mm		

3.1 (a) Standard Design

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer has been producing this design type and weight class of trailer for at least five (5) years.

Document Title: _____ - Page: _____

3.14 (1) ii Galvanized Finish

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer can produce trailers with this design type and weight class with a galvanized finish.

Document Title: _____ - Page: _____

PINTLE TRAILER CONFIGURATION BW-C

Sub-configuration Flat Deck, Ramps:

Make: _____; Model: _____

Sub-configuration Flat Deck, Tilt, Ramps:

Make: _____; Model: _____

Sub-configuration Flat Deck, Tilt:

Make: _____; Model: _____

Sub-configuration Flat Deck, Hydraulic Powered Tilt:

Make: _____; Model: _____

Sub-configuration Beavertail, Tilt, Ramps:

Make: _____; Model: _____

Sub-configuration Beavertail, Ramps:

Make: _____; Model: _____

1.4 DATA TABLE - Proof of Compliance

CHARACTERISTIC	CLAUSE	VALUE	UNIT	DOCUMENT TITLE	PAGE
GVWR	3.4 (a)		kg		
DECK WIDTH	3.4.2 (a)		mm		
DECK LENGTH - FLAT	3.4.2 (b)		mm		
DECK LENGTH WITH BEAVERTAIL	3.4.2 (c)		mm		

3.1 (a) Standard Design

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer has been producing this design type and weight class of trailer for at least five (5) years.

Document Title: _____ - Page: _____

3.14 (l) ii Galvanized Finish

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer can produce trailers with this design type and weight class with a galvanized finish.

Document Title: _____ - Page: _____

3.14 (j) Winch (Proof of compliance)

Make: _____; Model: _____

Document Title: _____ - Page: _____

3.14 (j) Generator (Proof of compliance)

Make: _____; Model: _____

Document Title: _____ - Page: _____

PINTLE TRAILER CONFIGURATION OW-A

Sub-configuration Flat Deck:

Make: _____; Model: _____

Sub-configuration Beavertail, Tilt, Ramps:

Make: _____; Model: _____

Sub-configuration Beavertail, Ramps:

Make: _____; Model: _____

1.4 DATA TABLE - Proof of Compliance

CHARACTERISTIC	CLAUSE	VALUE	UNIT	DOCUMENT TITLE	PAGE
GVWR	3.4 (a)		kg		
DECK WIDTH	3.4.2 (a)		mm		
DECK LENGTH - FLAT	3.4.2 (b)		mm		
DECK LENGTH WITH BEAVERTAIL	3.4.2 (c)		mm		

3.1 (a) Standard Design

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer has been producing this design type and weight class of trailer for at least five (5) years.

Document Title: _____ - Page: _____

3.14 (1) ii Galvanized Finish

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer can produce trailers with this design type and weight class with a galvanized finish.

Document Title: _____ - Page: _____

PINTLE TRAILER CONFIGURATION OW-B

Sub-configuration Flat Deck:

Make: _____; Model: _____

Sub-configuration Beavertail, Tilt, Ramps:

Make: _____; Model: _____

Sub-configuration Beavertail, Ramps:

Make: _____; Model: _____

1.4 DATA TABLE - Proof of Compliance

CHARACTERISTIC	CLAUSE	VALUE	UNIT	DOCUMENT TITLE	PAGE
GVWR	3.4 (a)		kg		
DECK WIDTH	3.4.2 (a)		mm		
DECK LENGTH - FLAT	3.4.2 (b)		mm		
DECK LENGTH WITH BEAVERTAIL	3.4.2 (c)		mm		

3.1 (a) Standard Design

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer has been producing this design type and weight class of trailer for at least five (5) years.

Document Title: _____ - Page: _____

3.14 (1) ii Galvanized Finish

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer can produce trailers with this design type and weight class with a galvanized finish.

Document Title: _____ - Page: _____

PINTLE TRAILER CONFIGURATION OW-C

Sub-configuration Flat Deck:

Make: _____; **Model:** _____

Sub-configuration Beavertail, Tilt, Ramps:

Make: _____; **Model:** _____

Sub-configuration Beavertail, Ramps:

Make: _____; **Model:** _____

1.4 DATA TABLE - Proof of Compliance

CHARACTERISTIC	CLAUSE	VALUE	UNIT	DOCUMENT TITLE	PAGE
GVWR	3.4 (a)		kg		
DECK WIDTH	3.4.2 (a)		mm		
DECK LENGTH - FLAT	3.4.2 (b)		mm		
DECK LENGTH WITH BEAVERTAIL	3.4.2 (c)		mm		

3.1 (a) Standard Design

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer has been producing this design type and weight class of trailer for at least five (5) years.

Document Title: _____ - Page: _____

3.14 (l) ii Galvanized Finish

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer can produce trailers with this design type and weight class with a galvanized finish.

Document Title: _____ - Page: _____

3.14 (j) Winch (Proof of compliance)

Make: _____; **Model:** _____

Document Title: _____ - Page: _____

3.14 (j) Generator (Proof of compliance)

Make: _____; **Model:** _____

Document Title: _____ - Page: _____

PINTLE TRAILER CONFIGURATION OW-D

Sub-configuration Flat Deck:

Make: _____; **Model:** _____

Sub-configuration Beavertail, Tilt, Ramps:

Make: _____; **Model:** _____

Sub-configuration Beavertail, Ramps:

Make: _____; **Model:** _____

Sub-configuration Beavertail, Air Powered Tilt, Air Powered Ramps:

Make: _____; **Model:** _____

1.4 DATA TABLE - Proof of Compliance

CHARACTERISTIC	CLAUSE	VALUE	UNIT	DOCUMENT TITLE	PAGE
GVWR	3.4 (a)		kg		
DECK WIDTH	3.4.2 (a)		mm		
DECK LENGTH - FLAT	3.4.2 (b)		mm		
DECK LENGTH WITH BEAVERTAIL	3.4.2 (c)		mm		

3.1 (a) Standard Design

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer has been producing this design type and weight class of trailer for at least five (5) years.

Document Title: _____ - Page: _____

3.14 (l) ii Galvanized Finish

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer can produce trailers with this design type and weight class with a galvanized finish.

Document Title: _____ - Page: _____

3.14 (j) Winch (Proof of compliance)

Make: _____; **Model:** _____

Document Title: _____ - Page: _____

3.14 (j) Generator (Proof of compliance)

Make: _____; **Model:** _____

Document Title: _____ - Page: _____

PINTLE TRAILER CONFIGURATION OW-E

Sub-configuration Flat Deck:

Make: _____; **Model:** _____

Sub-configuration Beavertail, Tilt, Ramps:

Make: _____; **Model:** _____

Sub-configuration Beavertail, Ramps:

Make: _____; **Model:** _____

Sub-configuration Beavertail, Air Powered Tilt, Air Powered Ramps:

Make: _____; **Model:** _____

1.4 DATA TABLE - Proof of Compliance

CHARACTERISTIC	CLAUSE	VALUE	UNIT	DOCUMENT TITLE	PAGE
GVWR	3.4 (a)		kg		
DECK WIDTH	3.4.2 (a)		mm		
DECK LENGTH - FLAT	3.4.2 (b)		mm		
DECK LENGTH WITH BEAVERTAIL	3.4.2 (c)		mm		

3.1 (a) Standard Design

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer has been producing this design type and weight class of trailer for at least five (5) years.

Document Title: _____ - Page: _____

3.14 (l) ii Galvanized Finish

Proof of Compliance **must** be provided to demonstrate that the trailer original equipment manufacturer can produce trailers with this design type and weight class with a galvanized finish.

Document Title: _____ - Page: _____

3.14 (j) Winch (Proof of compliance)

Make: _____; **Model:** _____

Document Title: _____ - Page: _____

3.14 (j) Generator (Proof of compliance)

Make: _____; **Model:** _____

Document Title: _____ - Page: _____

DEFINITIONS

The following definitions apply to the interpretation of this Technical Information Questionnaire:

- a) "**Equivalent**" **must** mean a standard, means, or component type, which the **Technical Authority** has approved for this requirement, in writing, as meeting the specified requirements for fit, form, function and performance; and

- b) "**Proof of Compliance**" **must** mean 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 **must** 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 engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications **must** be provided. The certificate **must** 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.

ANNEX “C” – RFP Template

TABLE OF CONTENTS

PART 1 - GENERAL INFORMATION

- 1.1 Requirement
- 1.2 Debriefings

PART 2 - BIDDER INSTRUCTIONS

- 2.1 Standard Instructions, Clauses and Conditions
- 2.2 Submission of Bids
- 2.3 Enquiries - Bid Solicitation
- 2.4 Applicable Laws

PART 3 - BID PREPARATION INSTRUCTIONS

- 3.1 Bid Preparation Instructions

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

- 4.1 Evaluation Procedures
- 4.2 Basis of Selection

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

- 5.1 Certifications Required with the Bid
- 5.2 Certifications Precedent to Contract Award and Additional Information

PART 6 - RESULTING CONTRACT CLAUSES

- 6.1 Requirement
- 6.2 Standard Clauses and Conditions
- 6.3 Term of Contract
- 6.4 Authorities
- 6.5 Payment
- 6.6 Invoicing Instructions
- 6.7 Certifications
- 6.8 Applicable Laws
- 6.9 Priority of Documents
- 6.10 SACC Manual Clauses
- 6.11 Inspection and Acceptance
- 6.12 Preparation for Delivery
- 6.13 Shipping Instructions - Delivery at Destination
- 6.14 Release Documents - Distribution
- 6.15 Post-Contract Award Meeting/Pre-Production Meeting
- 6.16 Material
- 6.17 Interchangeability

Solicitation No. - N° de l'invitation

XXXXX-XXXXXX/X

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

XXXXX-XXXXXX

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXX

6.18 Packaging

6.19 Trailer Recall Notices

Attachments:

Annex "A" - Pricing

Annex "C" - Federal Contractors Program for Employment Equity - Certification (if applicable, over \$1M taxes included)

Solicitation No. - N° de l'invitation
XXXXX-XXXXXX/X
Client Ref. No. - N° de réf. du client
XXXXX-XXXXXX

Amd. No. - N° de la modif.
File No. - N° du dossier
xxxxx.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur
XXXXX

PART 1 - GENERAL INFORMATION

1.1 Requirement

Canada is seeking proposals to procure:

“insert quantity, general description” and related items as described in Annex “A” - Pricing and in accordance with Supply Arrangement **(insert SA number)**.

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.

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.

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.

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

Canada requests that bidders provide their bid as follows:

Section I: Technical Bid (1 hard copy);

Section II: Financial Bid (1 hard copy);

Section III: Certifications (1 hard copy);

Section IV: Additional Information (1 hard copy)

Section I: Technical Bid

Bidders must submit the signed Product Conformance required under Part 5 - Certifications.

Section II: Financial Bid

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 6 and Annex A - Pricing.

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.

Solicitation No. - N° de l'invitation

XXXXX-XXXXXX/X

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

XXXXX-XXXXXX

Amd. No. - N° de la modif.

File No. - N° du dossier

XXXXX.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXX

Section IV: Additional Information

Canada requests that bidders submit the following information:

3.3. Delivery

While delivery of the trailer(s) is requested by "insert date" _____, the best delivery that can be offered is as follows:

Item _____ – "insert quantity, description" and related items will be delivered within _____ calendar days from the effective date of the contract.

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 the financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Mandatory Technical Evaluation Criteria

Product Conformance

Bidders must submit a signed Product Conformance.

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 all items.

4.1.2.2 The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for all items. Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

4.1.2.3 Aggregate Evaluated Price

The firm unit price for each item will be multiplied by their identified quantity and the results for all items will be added together.

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 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 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.

5.1.2 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 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).

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.

Insert the following paragraphs for requirements issued on behalf of a Department or Agency subject to the FCP, estimated at \$1,000,000 and above, options excluded and Applicable Taxes included: (consult [Annex 5.1](#) of the Supply Manual). (See also Part 6 - Resulting Contract Clauses and the annex named the [Federal Contractors Program for Employment Equity - Certification](#) in the bid solicitation)

Canada will also have the right to terminate the Contract for default if a Contractor, or any member of the Contractor if the Contractor is a Joint Venture, appears on the "[FCP Limited Eligibility to Bid](#)" list during the period of the Contract.

The Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), before contract award. If the Bidder is a Joint Venture, the Bidder must provide the Contracting Authority with a completed annex [Federal Contractors Program for Employment Equity - Certification](#), for each member of the Joint Venture.

5.1.3 Product Conformance

The Bidder certifies that all trailers/equipment being offered are identical to those proposed and accepted under Supply Arrangement **(insert SA number)**.

Make

Model

Bidder's authorized representative signature

Date

PART 6 - RESULTING CONTRACT CLAUSES

6.1. Requirement

- 6.1.1 The Contractor must deliver **“insert quantity, general description”** and related items as described in Annex “A” - Pricing and in accordance with Supply Arrangement (**insert SA number**).

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 Trailer(s)

Delivery date of the trailer(s) must be made as follows:

Item 001 - " insert quantity, item description and SA Item #" and related items must be delivered on or before _____ (Date to be inserted by the Contracting Authority at time of contract award.)

6.4. Authorities

6.4.1 Contracting Authority

The Contracting Authority for the Contract is: (To be inserted by PSPC)

Name: _____
Title: _____
Organization: _____
Telephone: ____-____-____
E-mail: _____

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 PSPC 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 PSPC 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 Factory Certified Warranty Providers

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/equipment offered:

Item ____ (repeat if more than one destination)

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:

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.

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

C6000C Limitation of price	2011-05-06
H1000C Single Payment	2008-05-12 OR
H1001C Multiple Payments	2008-05-12

6.5.3 Exchange Rate Fluctuation Adjustment (if applicable)



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 x Qty x (i₁ - i₀) / i₀
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. Suppliers are requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Project Authority, thereby reducing printed material.

(For DND Requirements when QAC Q applies)

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:

(insert Procurement Authority address and e-mail here)

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

6.6.3 Holdback (For DND Requirements)

A ten percent (10%) holdback will apply on the total price of each trailer on any due payment of the said trailer/equipment. Release of the holdback (10%) is conditional upon receipt and certified acceptance by inspection authority of the said trailer 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

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

6.7.2 Federal Contractors Program for Employment Equity - Default by the Contractor

Include the following paragraphs for requirements issued on behalf of a Department or Agency subject to the FCP, with a contract value at \$1,000,000 and above, options excluded and Applicable Taxes included.

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and Employment and Social Development Canada (ESDC)-Labour, the AIEE must remain valid during the entire period of the Contract. If the AIEE becomes invalid, the name of the Contractor will be added to the "[FCP Limited Eligibility to Bid](#)" list. The imposition of such a sanction by ESDC will constitute the Contractor in default as per the terms of the Contract.

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 the Agreement;

- (b) 2010A (2016-04-04) General Conditions – Goods (Medium Complexity);
- (c) Annex “A” – Pricing;
- (d) Annex “B”, Federal Contractors Program for Employment Equity - Certification (if Applicable over \$1M taxes included);
- (e) the Contractor's bid dated _____.

6.10 SACC Manual Clauses (Use applicable clauses)

Clauses A9006C, A9062C, C2800C, C2801C, D5510C, D5515C, D5540C, D5545C, D5604C, D5605C, D5606C are for DND requirements only.

A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Trailer 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
D3010C	Delivery of Dangerous Goods / Hazardous Products	2016-01-28
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
D5545C	ISO 9001:2000 Quality Management Systems – Requirements (QAC C)	2010-08-16
D5604C	Release Documents - Foreign based Contractor	2008-12-12
D5605C	Release Documents - US based Contractors	2010-01-11
D5606C	Release Documents - Canadian-based Contractors	2012-07-16
D9002C	Incomplete Assemblies	2007-11-30
G1005C	Insurance	2016-01-28

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 Shipping Instructions - Delivery at Destination

- 6.12.1 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.
- 6.12.2 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.

6.13 Release Documents - Distribution (To be used only for DND requirements where QAC Q applies)

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 0K2
Attention: _____

- 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 0K2

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

6.15 Post-Contract Award Meeting/Pre-Production Meeting

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor shall be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at a Government facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the client department and Public Services and Procurement Canada.

6.16 Material

Material supplied must be new, unused and of current production by manufacturer.

6.17 Interchangeability

Unless changes during the production run are authorized by Contracting Authority, all trailers 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.

6.18 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.

Solicitation No. - N° de l'invitation

XXXXX-XXXXXX/X

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

XXXXX-XXXXXX

Amd. No. - N° de la modif.

File No. - N° du dossier

xxxxx.XXXXX-XXXXXX

Buyer ID - Id de l'acheteur

XXXXX

6.19 Trailer Recall Notices

All trailer recall notices must be forwarded to the Technical Authority.

ANNEX "A" – PRICING

Item 001 Supply Arrangement Configuration with General Description, Sub-Configuration

List of Additional Required Features:

Feature + Paragraph Number

The Contractor must deliver the trailer/equipment including the manuals, warranty letter(s), rust protection warranty, material safety data sheets, keys, line setting ticket, and data summary in accordance with SA _____.

Make

Model

The paint colour shall be: _____

The "insert general item description" and related items must be delivered to:

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

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

Firm unit price of \$ _____ per trailer, including all equipment and related items, in accordance with Basis of Payment (as detailed at Clause 6.5.1 Basis of Payment).

Quantity: ____ (insert qty)

ANNEX "B" to PART 5 – BID SOLICITATION (insert if applicable over \$1M taxes included)

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

I, the Bidder, by submitting the present information to the Contracting Authority, certify that the information provided is true as of the date indicated below. The certifications provided to Canada are subject to verification at all times. I understand that Canada will declare a bid non-responsive, or will declare a contractor in default, if a certification is found to be untrue, whether during the bid evaluation period or during the contract period. Canada will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply with any request or requirement imposed by Canada may render the bid non-responsive or constitute a default under the Contract.

For further information on the Federal Contractors Program for Employment Equity visit Employment and Social Development Canada (ESDC) -Labour's website.

Date: _____(YYYY/MM/DD) (If left blank, the date will be deemed to be the bid solicitation closing date.)

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).

A5. The Bidder has a combined workforce in Canada of 100 or more employees; and

- A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with ESDC -Labour.

OR

- A5.2. The Bidder certifies having submitted the Agreement to Implement Employment Equity (LAB1168) to ESDC -Labour. As this is a condition to contract award, proceed to completing the form Agreement to Implement Employment Equity (LAB1168), duly signing it, and transmit it to ESDC C-Labour.

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)