

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des
soumissions - TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage, Phase III
Core 0A1 / Noyau 0A1
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

REQUEST FOR PROPOSAL
DEMANDE DE PROPOSITION

**Proposal To: Public Works and Government
Services Canada**

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods, services, and construction listed herein and on any attached sheets at the price(s) set out therefor.

**Proposition aux: Travaux Publics et Services
Gouvernementaux Canada**

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux annexes ci-jointes, les biens, services et construction énumérés ici sur toute feuille ci-annexée, au(x) prix indiqué(s).

Comments - Commentaires

Title - Sujet Forklift Truck Diesel	
Solicitation No. - N° de l'invitation W8476-123698/B	Date 2013-03-15
Client Reference No. - N° de référence du client W8476-123698	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-627-62431	
File No. - N° de dossier hs627.W8476-123698	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2013-04-26	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Mercier, Nicolas	Buyer Id - Id de l'acheteur hs627
Telephone No. - N° de téléphone (819) 956-3481 ()	FAX No. - N° de FAX (819) 956-3481
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Industrial Vehicles & Machinery Products Division
11 Laurier St./11, rue Laurier
7B1, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

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

This bid solicitation cancels and supersedes previous bid solicitation number W8476-123698/A dated 2012-03-30 with a closing of 2012-06-15 at 14h00 EDT.

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PART 1 - GENERAL INFORMATION

1. Introduction

The bid solicitation and resulting contract document is divided into seven (7) parts plus annexes as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Bidder Instructions: provides the instructions, clauses and conditions applicable to the bid solicitation and states that the Bidder agrees to be bound by the clauses and conditions contained in all parts of the bid solicitation;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments include the Annex A - Pricing, the purchase description, the technical information questionnaire.

2. Summary

The Department of National Defence has a requirement to purchase one (1) Forklift truck, 4x4, Diesel Engine Driven, and ancillary items, including familiarization instruction/training, in accordance with the Purchase Description "Forklift Trucks, 4X4, Diesel Engine Driven, Sit Down Rider", dated September 17, 2012, and as described at Annex A - Pricing.

The requirement includes an option to purchase up to two (2) Forklift truck, 4x4, Diesel Engine Driven and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

3. Set-aside under the Procurement Strategy for Aboriginal Business (PSAB)

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4 Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

This procurement is set aside from the international trade agreements under the provision each has for set-asides for small and minority businesses.

Further to Article 1802 of the Agreement on Internal Trade (AIT), AIT does not apply to this procurement.

4. Debriefings

After contract award, bidders may request a debriefing on the results of the bid solicitation. Bidders should make the request to the Contracting Authority within fifteen (15) working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual issued by Public Works and Government Services Canada (PWGSC).

Bidders who submit a bid agree to be bound by the instructions, clauses and conditions of the bid solicitation and accept the terms and conditions of the resulting contract.

The 2003 (2012-11-19) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 05.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Bids will remain open for acceptance for a period of not less than **sixty (60) days** from the closing date of the bid solicitation

Insert: Bids will remain open for acceptance for a period of not less than **ninety (90) calendar days** from the closing date of the bid solicitation

2. Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

3. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than **seven (7)** calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the question is eliminated, and the enquiry can be answered with copies to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

4. Applicable Laws

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

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

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications, Statement of Work or Purchase Description contained in the bid solicitation could be improved technically or technologically, bidders are invited to make suggestions, in writing, to the Contracting Authority named in the bid solicitation. Bidders must clearly outline the suggested improvement as well as the reason for the suggestion. Suggestions that do not restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least **seven (7)** calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

6. Environmental Considerations

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

The successful bidder will be requested, after contract award, to provide all correspondence including (but not limited to) documents, reports and invoices in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority (I/A) or the Procurement Authority (I/A), thereby reducing printed material.

Bidders should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

Canada requests that bidders provide their bid in separately bound sections as follows:

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications and Additional Information (1 hard copy)

Canada requests that bidders follow the format instructions described below in the preparation of their bid:

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement

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

- 1) use 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 Bid

In their technical bid, bidders should demonstrate their understanding of the requirements contained in the bid solicitation and explain how they will meet these requirements. Bidders should demonstrate their capability in a thorough, concise and clear manner for carrying out the work.

The technical bid should address clearly and in sufficient depth the points that are subject to the evaluation criteria against which the bid will be evaluated. Simply repeating the statement contained in the bid solicitation is not sufficient. In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the order of the evaluation criteria

under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

1. Substitutes and Alternatives

Bidders may propose substitutes and alternatives where "shall^(E)" is indicated in the technical requirement description (Purchase Description/Statement of Requirement).

1. Substitutes and alternatives that are equivalent in form, fit, function and performance will be considered for acceptance by the Technical Authority where the Bidder:

- (a) Clearly identifies a substitute and/or an alternative;
- (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
- (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
- (d) Provides complete specifications and brochures, where applicable;
- (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
- (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.

2. Substitutes and alternatives offered as equivalent in form, fit, function and performance will not be considered for acceptance by the Technical Authority if:

- (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the evaluate the equivalency; or
- (b) The substitute and/or the alternative fail to meet or fail to exceed the technical requirements specified in the technical requirement description.

3. In conducting the evaluation of bids, Canada may, but will have no obligation to request the bidder offering a substitute and/or an alternative, to provide a copy of the alternative standard and to demonstrate, at the bidder's sole cost, that it is equivalent to the technical requirement.

4. Bidders are encouraged to offer or suggest green products whenever possible.

Section II: Financial Bid

Bidders must submit their bid in accordance with the Basis of Payment specified in Part 7 and at Annex A - Pricing. Bidders should complete Annex A and submit it with their bid.

1. SACC Manual Clauses

1.1 Exchange Rate Fluctuation

1. Unless otherwise specified in the bid solicitation, bids must be in Canadian currency.
2. Bidders may request Canada to assume the risk for exchange rate fluctuation. This request must be specifically made at time of bidding.
3. The foreign currency component is defined as the element of the price that will be directly affected by exchange rate fluctuations. It could include the net price FOB foreign manufacturer's plant, costs associated with applicable duty, excise tax, Goods and Services Tax or Harmonized Sales Tax, if applicable, entry fees, transportation costs or delivery charges payable in a foreign currency, and any other charges associated with being the importer of record if they originated from and are required to be paid in a foreign currency.
4. The foreign value of the foreign currency component of the bid or negotiated price must be provided before contract award. Form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments, may be used for this purpose. If milestone payments are proposed, it is recommended to indicate on the above form the foreign currency component associated with each milestone event.
5. All bids are evaluated in Canadian currency. Therefore, for evaluation purposes, the noon rate quoted by the Bank of Canada as being in effect on date of bid closing, or such other date as may be specified in the bid solicitation, will be applied as the initial conversion factor for the specified currency. (Column 3 of the above form will be completed by the Contracting Authority.)
6. Rates proposed by bidders will not be accepted for the purposes of this exchange rate adjustment provision.
7. If there are two (2) identical bids, and provided that the bid selected would still be considered the most advantageous to Canada, preference will be given to the Bidder who assumes all or part of the exchange rate adjustment risk over a bidder who does not assume any of this risk. Furthermore, preference will be given to the Bidder who assumes all of the exchange rate adjustment risk over a bidder who assumes only part of this risk.

8. Canada will pay the exchange rate adjustment amount in Canadian currency using the prevailing noon rate on the date of payment by Canada or, as applicable, in accordance with one of the following clauses: C3015C, C3020C, C3025C, or C3030C.

Section III: Certifications and Additional Information

1. Certifications

Bidders must submit the certifications required under Part 5.

2. Additional Information

Canada requests that bidders submit the following information:

2.1 Delivery

2.1.1 Firm Quantity

While delivery of the equipment/vehicle is requested by November 28, 2013, the best delivery that could be offered is as follows:

Item 001 – One (1) Forklift trucks, 4x4, Diesel Engine Driven, Sit Down Rider and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

2.1.2 Optional Quantity

The best delivery that could be offered is as follows:

Item 002 - If an option is exercised, up to two (2) Forklift trucks, 4x4, Diesel Engine Driven, Sit Down Rider and ancillary items will be delivered within _____ weeks/calendar days.

2.2 Supplier Contacts

Name and telephone number of the person responsible for:

General enquiries

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No. _____

Facsimile No. _____

E-mail address: _____

2.3 After Sales Service

Canada requests that the Bidder provide the names, addresses and telephone numbers of their dealers and/or agents authorized to provide after sales service, maintenance and warranty repairs, and a full range of repair parts for the vehicle/equipment offered. The Bidder should show the distance between the delivery location and the authorized dealer and/or agent and the delivery location, which should not be more than 100 kilometres.

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

km: _____

Name: _____

Address: _____

Telephone number: _____

2.4 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of twelve (12) months or 2000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

2.5 Extended Warranty Period

Canada requests that the Bidder indicate if an extended warranty period is being offered that exceeds the minimum warranty period of twelve (12) months or 2000 hours of usage, whichever comes first.

If yes, Canada requests that the Bidder provide details and pricing information of any extended warranty period available for the vehicle/equipment and any ancillary items.

Any extended warranty period offered will not be included in the financial evaluation.

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

1. Evaluation Procedures

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

1.1 Technical Evaluation

1.1.1 Mandatory Technical Evaluation Criteria

Bids must be completed in full. Bidders must provide all technical information requested in the bid solicitation, the Technical Information Questionnaire and the Purchase Description with their bid.

1.1.2 Bidders must submit with their bid the completed Technical Information Questionnaire(s) (attached)

A check mark must be added in the appropriate box of the Technical Information Questionnaire.

1.1.2.1 Bidders proposing substitutes and/or alternatives must meet the following criteria: Bidders proposing substitutes and/or alternatives product must submit with their bid all the information as detailed in Part 3, Section 1 Substitutes and alternative to be considered for evaluation of a substitute and/or an alternative and to demonstrate their technical compliance to confirm form, fit, function and performance of these substitutes and/or alternatives.

1.1.2.2 Bidders must provide proof of compliance of the vehicle/equipment performance as detailed in the Purchase Description. Additional explanation must be provided to support their technical compliance such as, but not limited to, brochures, technical literature and specifications.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Evaluation Criteria

1.2.1.1 Bids must be completed in full. Bidders must provide all financial information requested in the bid solicitation and at Annex A - Pricing with their bid.

1.2.1.2 The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for the firm quantity and FCA Free Carrier at Contractor's Canadian facility or the Contractor's Canadian Distribution Point, Incoterms 2000 for the optional quantity, Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax or the Harmonized Sales Tax extra.

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hs627

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1.2.1.3 Aggregate Evaluated Price

Bids will be evaluated on an aggregate price basis for the firm quantity, the optional quantity and familiarization instructions/training (option).

2. Basis of Selection

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

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications and related documentation to be awarded a contract. Canada will declare a bid non-responsive if the required certifications and related documentation are not completed and submitted as requested.

Compliance with the certifications bidders provide to Canada is subject to verification by Canada during the bid evaluation period (before award of a contract) and after award of a contract. The Contracting Authority will have the right to ask for additional information to verify bidders' compliance with the certifications before award of a contract. The bid will be declared non-responsive if any certification made by the Bidder is untrue, whether made knowingly or unknowingly. Failure to comply with the certifications, to provide the related documentation or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. Mandatory Certifications Required Precedent to Contract Award

1.1 Code of Conduct and Certifications - Related documentation

By submitting a bid, the Bidder certifies as per section 01 of Standard Instructions 2003, for himself and his affiliates, to be in compliance with the Code of Conduct and Certifications clause of the Standard instructions. The related documentation there in required will help Canada in confirming that the certifications are true.

2. Additional Certifications Precedent to Contract Award

The certifications listed below should be completed and submitted with the bid, but may be submitted afterwards. If any of these required certifications is not completed and submitted as requested, the Contracting Authority will so inform the Bidder and provide the Bidder with a time frame within which to meet the requirement. Failure to comply with the request of the Contracting Authority and meet the requirement within that time period will render the bid non-responsive.

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

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

Suppliers who have been declared ineligible contractors by Human Resources and Skills Development Canada (HRSDC) are no longer eligible to receive government contracts over the threshold for solicitation of bids as set out in the Government Contracts Regulations. Suppliers

may be declared ineligible contractors either as a result of a finding of non-compliance by HRSDC, or following their voluntary withdrawal from the FCP for a reason other than the reduction of their workforce to less than 100 employees. Any bids from ineligible contractors, including a bid from a joint venture that has a member who is an ineligible contractor, will be declared non-responsive.

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

3. The Bidder, or, if the Bidder is a joint venture the member of the joint venture, certifies its status with the FCP, as follows:

The Bidder or the member of the joint venture

(a) () is not subject to the FCP, having a workforce of less than 100 full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada;

(b) () is not subject to the FCP, being a regulated employer under the Employment Equity Act, S.C. 1995, c. 44;

(c) () is subject to the requirements of the FCP, having a workforce of 100 or more full-time or part-time permanent employees, and/or temporary employees having worked 12 weeks or more in Canada, but has not previously obtained a certificate number from HRSDC (having not bid on requirements of \$200,000 or more), in which case a duly signed certificate of commitment is attached;

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

Further information on the FCP is available on the HRSDC Web site.

3. Certification required with the bid

Bidder must submit the following duly completed certifications with their bid.

3.1 Set-aside for Aboriginal Business

This procurement is set aside under the federal government's Procurement Strategy for Aboriginal Business, as detailed in Annex 9.4, Requirements for the Set-aside Program for Aboriginal Business, of the Supply Manual.

The Bidder:

-
- i) certifies that it meets, and will continue to meet throughout the duration of any resulting contract, the requirements described in the above-mentioned annex;
 - ii) agrees that any subcontractor it engages under any resulting contract must satisfy the requirements described in the above-mentioned annex; and
 - iii) agrees to provide to Canada, immediately upon request, evidence supporting any subcontractor's compliance with the requirements described in the above-mentioned annex.

The Bidder must check the applicable box below:

- i. The Bidder is an Aboriginal business that is a sole proprietorship, band, limited company, co-operative, partnership or not-for-profit organization.
OR
- ii. The Bidder is either a joint venture consisting of two or more Aboriginal businesses or a joint venture between an Aboriginal business and a non-Aboriginal business.

The Bidder must check the applicable box below:

- i. The Aboriginal business has fewer than six full-time employees.
OR
- ii. The Aboriginal business has six or more full-time employees.

The Bidder must, upon request by Canada, provide all information and evidence supporting this certification. The Bidder must ensure that this evidence will be available for audit during normal business hours by a representative of Canada, who may make copies and take extracts from the evidence. The Bidder must provide all reasonably required facilities for any audits.

By submitting a bid, the Bidder certifies that the information submitted by the Bidder in response to the above requirements is accurate and complete.

4. Owner/Employee Certification - Set-aside for Aboriginal.

If requested by the Contracting Authority, the Bidder must provide the following certification for each owner and employee who is Aboriginal:

1. I am _____ (insert "an owner" and/or "a full-time employee") of _____ (insert name of business), and an Aboriginal person, as defined in Annex 9.4 of the Supply Manual entitled "Requirements for the Set-aside Program for Aboriginal Business".
2. I certify that the above statement is true and consent to its verification upon request by Canada.

Printed name of owner and/or employee

Signature of owner and/or employee

Date

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PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

1. Security Requirement

There is no security requirement associated with the requirement.

2. Financial Capability

SACC Reference	Title	Date
A9033T	Financial Capability	2012-07-16

PART 7 - RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from the bid solicitation.

1. Requirement

The Contractor must deliver one (1) Forklift trucks, 4x4, Diesel Engine Driven, Sit Down Rider and ancillary items, including familiarization instruction/training, in accordance with the attached Purchase Description "Forklift trucks, 4x4, Diesel Engine Driven, Sit Down Rider", dated September 17, 2013 and at Annex A - Pricing.

An option is included to purchase up to Two (2) vehicle(s) and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

1.1 Technical Changes, Substitutes and Alternatives

Any technical changes, substitutes and alternatives proposed by the Contractor must be evaluated for acceptance by the Technical Authority. Any substitutes and alternatives must be equivalent in form, fit, function and performance. Substitutes and alternatives that are offered as equivalent will only be acceptable once they are approved by the Technical Authority as an equivalent. A contract amendment or a completed Design Change/Deviation form will be issued.

Should the Technical Authority not accept the substitute or the alternative and the Contractor is unable to meet the technical requirement, Canada may terminate the contract for default in accordance with the general conditions stated in the contract.

1.2 Optional Goods and/or Services

The Contractor grants to Canada the irrevocable option to acquire the goods, services or both described herein under the same conditions and at the prices and or rates stated in the Contract. The option may only be exercised by the Contracting Authority and will be evidenced, for administrative purposes only, through a contract amendment.

The option may be exercised at the discretion of Canada in whole or in part or in more than one occasion, up to the maximum quantity identified herein.

The Contracting Authority may exercise the option within twelve (12) months after contract award by sending a written notice to the Contractor.

The Contractor must advise the Technical Authority and Contracting Authority of any design updates that could affect the procurement of additional vehicles/equipment.

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 (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

2.1 General Conditions

2010A (2012-11-19), General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

Section 09 entitled Warranty of General Conditions 2010A is amended as follows:

At subsection 1, delete the following: "The warranty period will be twelve (12) months" and replace with the following: "The warranty period will be twelve (12) months, or 2,000 hours of usage, whichever comes first".

Delete subsection 2 in its entirety and replace with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

If action to effect repairs under warranty cannot be initiated within two (2) working days and completed within a reasonable length of time or if the Contractor has no repair facilities in the immediate vicinity (within 100 kilometres) of the specified delivery destinations (consignees), Canada reserves the right to make such repairs and be reimbursed by the Contractor at the rate of \$103.91 per hour for labour and the cost for replaced parts."

All other provisions of the warranty section remain in effect.

3. Security Requirement

There is no security requirement associated with the requirement.

4. Term of Contract

4.1 Delivery Date

Delivery of the vehicle/equipment must be made as follows:

Firm Quantity

Item 001 – one (1) Forklift truck, 4x4, Diesel Engine Driven, Sit Down Rider and ancillary items must be delivered within **to be inserted by PWGSC** weeks/calendar days from the effective date of the contract.

Optional Quantity

Item 002 - If the option is exercised, up to two (2) Forklift truck, 4x4, Diesel Engine Driven, Sit Down Rider and ancillary items must be delivered within **to be inserted by PWGSC** weeks/calendar days after an option is exercised.

5. Authorities**5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Nicolas Mercier
 Supply Officer
 Public Works and Government Services Canada
 Acquisitions Branch
 LEFTD - HS Division
 Place du Portage, Phase III, 7B1
 Gatineau, Quebec K1A 0S5
 Telephone: 819-956-3481
 Facsimile: 819-956-5227
 E-mail address: nicolas.mercier@pwgsc.gc.ca

The Contracting Authority is responsible for the management of the Contract and any changes to the Contract must be authorized in writing by the Contracting Authority. The Contractor must not perform work in excess of or outside the scope of the Contract based on verbal or written requests or instructions from anybody other than the Contracting Authority.

5.2 Procurement Authority

The Procurement Authority for the contract is:

To be inserted by PWGSC

DLP _____
 National Defence Headquarters
 Mgen. George R. Pearkes Building
 101 Colonel By Drive
 Ottawa, Ontario K1A 0K2
 Telephone: _____
 Facsimile: _____
 E-mail address: _____

Solicitation No. - N° de l'invitation

W8476-123698/B

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur

hs627

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

W8476-123698

File No. - N° du dossier

hs627W8476-123698

CCC No./N° CCC - FMS No/ N° VME

The Procurement Authority is the representative of the department or agency for whom the Work is being carried out under the Contract. The Procurement Authority is responsible for the implementation of tools and processes required for the administration of the Contract. The Contractor may discuss administrative matters identified in the Contract with the Procurement Authority however the Procurement Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of Work can only be made through a contract amendment issued by the Contracting Authority.

5.3 Technical Authority

The Technical Authority for the Contract is:

To be inserted by PWGSC

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

Telephone: _____

Facsimile: _____

E-mail address: _____

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical content of the Work under the Contract. Technical matters may be discussed with the Technical Authority; however, the Technical Authority has no authority to authorize changes to the scope of the Work. Changes to the scope of the Work can only be made through a contract amendment issued by the Contracting Authority.

5.4 Contractor's Representative

General enquiries

Name: **To be inserted by PWGSC**

Telephone No. _____

Facsimile No. _____

E-mail address: _____

Delivery follow-up

Name: **To be inserted by PWGSC**

Telephone No. _____

Facsimile No. _____

E-mail address: _____

5.5 After Sales Service

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

Distance between the delivery location and the dealer and/or agent: **to be inserted by PWGSC**

km: _____

Name: _____

Address: _____

Telephone Number: _____

6. Payment

6.1 Basis of Payment

6.1.1 Firm Quantity

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000 including Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra.

6.1.2 Optional Quantity

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm prices, in Canadian dollars, FCA Free Carrier, at Contractor's Canadian facility or the Contractor's Canadian distribution point, Incoterms 2000 including Canadian Custom Duties and Excise Taxes included where applicable, Goods and Services Tax/Harmonized Sales Tax extra.

6.2 SACC Manual Clauses

SACC Reference	Title	Date
C2000C	Taxes - Foreign-based Contractor	2007-11-30
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

6.3 Exchange Rate/Payment on Delivery

1. The price in Canadian currency includes the foreign currency component in respect of goods, services or both originating outside Canada, as detailed in form PWGSC-TPSGC 9411, Claim for Exchange Rate Adjustments.

-
2. The price must be adjusted to reflect the exchange rate in effect and applied by Canada Border Services Agency (CBSA) on the date of importation, but only in respect of the foreign currency component detailed in the above form.
 3. No price adjustment directly resulting from the application of the provisions contained in this clause will be applied for increases or decreases in the exchange rate within a variation of: plus or minus 2 percent of the exchange rate(s) mentioned above; or plus or minus \$100 of the total cumulative amount claimed for exchange rate adjustment under the Contract.
 4. On each invoice or claim for payment submitted under the Contract, the Contractor must indicate the exchange rate adjustment amount (either upward, downward or no change) as a separate item. In addition, the invoice must be accompanied by a copy of CBSA Form B3-3, Canada Customs Coding Form, for the imported goods, services or both.
 5. Canada will have the right to audit any revision to costs and prices under this clause.

7. Invoicing

7.1 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.
3. The Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no GST/HST payable as it was claimed and payable under the previous invoice for the vehicle/equipment/service.
4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.
5. Each invoice must be supported by:
 - (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
7. Invoices must be distributed as follows:

(a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.

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

(c) One (1) copy must be forwarded to the consignee.

7.2 Holdback

1. Canada will apply a ten (10) percent holdback on any due payment for the vehicle/equipment/service (Items 001 to 003) until delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service.

2. Subsequent to delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor must submit an invoice for the release of the Holdback in accordance with "Invoicing Instructions" found in this contract.

8. Certifications

8.1 Compliance

Compliance with the certifications and related documentation provided by the Contractor in its bid is a condition of the Contract and subject to verification by Canada during the term of the Contract. If the Contractor does not comply with any certification, provide the related documentation or if it is determined that any certification made by the Contractor in its bid is untrue, whether made knowingly or unknowingly, Canada has the right, pursuant to the default provision of the Contract, to terminate the Contract for default.

9. Applicable Laws

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

10. Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

(a) the Articles of Agreement;

(b) the 2010A (2012-11-19) General Conditions - Medium Complexity - Goods;

(c) Annex A - Pricing;

(d) Purchase Description for Forklift truck, 4x4, Diesel Engine Driven, Sit Down Rider, dated September 17, 2013;

(e) The Contractor's bid dated **(to be inserted by PWGSC)**, as amended **(to be inserted by PWGSC)**.

11. SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
C2801C	Priority Rating - Canadian Contractors	2011-05-16
D5545C	ISO 9001:2008 Quality Management Systems - Requirements (QAC C)	2010-08-16

12. Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or it's representative. Should any report, document, good or service not be in accordance with the requirements of the Purchase Description and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

13. Preparation for Delivery

1. The vehicle/equipment shall be serviced, adjusted and delivered in condition for immediate use. The interior and exterior shall be clean when it arrives at the delivery destination.
2. All vehicles/equipment are to be delivered by appointment only. Any attempt by the carrier to deliver the vehicles/equipment without an appointment may be refused. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable, to pay for any additional costs.

14. Shipping Instructions - Delivery at Destination (Firm Quantity)

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (... named place of destination) as specified below. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges, administration, costs and risks of transport and customs clearance, including the payment of customs duties and taxes.
2. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified below. The consignee may refuse shipments when prior arrangements have not been made.

Item 001 - The contact person at destination is: **to be inserted by PWGSC** . The goods must be delivered to **to be inserted by PWGSC** .

15. Delivery and Unloading (firm quantity)

1. Delivery trucks must be equipped with an unloading device which will permit unloading at sites with no hydraulic, stationary or other type of unloading facility.

16. Shipping Instructions (Optional Quantity)

1. Delivery will be FCA Free Carrier at the Contractor's Canadian facilities or the Contractor's Canadian Distribution Point, Incoterms 2000. The Contractor must load the goods onto the carrier designated by the Department of National Defence (DND). Onward shipment from the delivery point to the consignee will be Canada's responsibility.

2. Before shipping the goods, the Contractor must contact the following DND Inbound Logistics Coordination Center by facsimile or e-mail, to arrange for shipment, and provide the information detailed at paragraph 3. **(The DND Inbound Logistics Coordination Center will be identified if the option is exercised.)**

3. The Contractor must provide the following information to the DND Inbound Logistics Coordination Center when arranging for shipment:

- (a) the Contract number;
- (b) consignee address (for multiple addresses, items must be packaged and labeled separately with each consignee address);
- (c) description of each item;
- (d) the number of pieces and type of packaging (i.e., carton, crate, drum, skid);
- (e) actual weight and dimensions of each piece type, including gross weight;
- (f) full details of dangerous material, as required for the applicable mode of transportation, signed certificates for dangerous material as required for shipment by the International Maritime Dangerous Goods Code, the International Air Transport Association regulations or the applicable Canadian Dangerous Goods Shipping Regulations, and a copy of the material safety data sheet.

4. Following receipt of this information by Canada, Canada will provide the appropriate shipping instructions, which may include the requirement for specific consignee address labeling, and the marking of each piece with a Transportation Control Number.

5. The Contractor must not ship the goods before receiving shipping instructions from the DND Inbound Logistics contact.

6. If the Contractor delivers the goods at a place and time which are not in accordance with the given delivery instructions or fail to fulfill reasonable delivery instructions given by Canada, the Contractor must reimburse Canada any additional expenses and costs incurred.

7. If Canada is responsible for delays in delivering the goods, ownership and risk will be transferred to Canada upon expiry of either thirty (30) days following the date on which a duly completed shipping application is received by Canada or by its appointed forwarding agent, or thirty (30) days following the delivery date specified in the Contract, whichever is later.

17. Post-Contract Award 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 the Department of National Defence facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

18. Insurance Requirements

The Contractor must comply with the insurance requirements specified herein. The Contractor must maintain the required insurance coverage for the duration of the Contract. Compliance with the insurance requirements does not release the Contractor from or reduce its liability under the Contract.

The Contractor is responsible for deciding if additional insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any additional insurance coverage is at the Contractor's expense, and for its own benefit and protection.

The Contractor must forward to the Contracting Authority within ten (10) days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. Coverage must be placed with an Insurer licensed to carry out business in Canada. The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

19. Commercial General Liability Insurance

1. The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.

2. The Commercial General Liability policy must include the following:

(a) Additional Named Insured: Canada is added as an additional named insured, but only with respect to liability arising out of the performance of the Contract.

The interest of Canada as additional insured should read as follows: Canada, represented by the department of National Defence and/or Public Works and Government Services Canada.

(b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.

(c) Products and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.

(d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.

(e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.

(f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.

(g) Employees and, if applicable, Volunteers must be included as Additional Insured.

(h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (WSIB) or similar program)

(i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.

(j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.

(k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.

(l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.

(m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

20. Vehicle Safety

Each vehicle supplied pursuant to the Contract must meet the applicable provisions of the Motor Vehicle Safety Act, S.C. 1993, c. 16, and the applicable regulations that are in force on the date of its manufacture.

21. Environmental Considerations

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

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

The Contractor should recycle (shred) unneeded copies of non-classified/secure documents (taking into consideration the Security Requirements).

Product components used in performing the services should be recyclable and/or reusable, whenever possible.

ANNEX A - PRICING

Item 001 – Forklift truck, 4x4, Diesel Engine Driven, Sit Down Rider (Firm Quantity)

The Contractor must deliver one (1) Forklift truck, 4x4, Diesel Engine Driven, and ancillary items, including familiarization instruction/training, in accordance with the attached Purchase Description "Forklift Trucks, 4X4, Diesel Engine Driven, Sit Down Rider", dated September 17, 2012, and as described at Annex A - Pricing.

The ancillary items are:

- Vehicle Manuals
- Operator's Manuals
- Parts Manuals
- Maintenance (Shop Repair) Manuals
- Sample Manuals
- Warranty Letter
- Initial Parts Kit
- Data Summary
- Photograph
- Preventive Maintenance Replacement Parts Kit List
- Material Safety Data Sheets

Firm lot price of \$_____ per vehicle/equipment Delivered Duty Paid at (CFB Valcartier, Quebec), in accordance with Part 7 Basis of Payment.

Manufacturer: _____ Model: _____

Item 002 – Forklift truck, 4x4, Diesel Engine Driven, Sit Down Rider (Optional Quantity)

If this option is exercised, the Contractor must deliver up to two (2) Forklift truck, 4x4, Diesel Engine Driven, Sit Down Rider and ancillary items excluding familiarization instruction/training, in accordance with the attached Purchase Description "Forklift trucks, 4x4, Diesel Engine Driven, Sit Down Rider", dated September 17, 2012.

The ancillary items are:

- Vehicle Manuals
- Operator's Manuals
- Parts Manuals
- Maintenance (Shop Repair) Manuals
- Sample Manuals
- Warranty Letter
- Initial Parts Kit
- Data Summary

Photograph
Preventive Maintenance Replacement Parts Kit List
Material Safety Data Sheets

Firm lot price of \$_____ per vehicle/equipment, FCA Free Carrier at Contractor's Canadian facility or Contractor's Canadian distribution point as detailed in Part 7 Basis of Payment.

Manufacturer: _____ Model: _____

Item 003 - Familiarization Instruction/Training (Option)

If this option is exercised, the Contractor must provide up to two (2) familiarization instruction/training, in accordance with the attached Purchase Description for "Forklift trucks, 4x4, Diesel Engine Driven, Sit Down Rider", dated September 17, 2013.

Firm unit price of \$_____ Goods and Services Tax or the Harmonized Sales Tax extra.

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

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

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

Item 004 – Extended Warranty Period

If the warranty period is extended for an additional period of _____ months/calendar days, the Contractor will be paid a firm unit price of \$_____ per vehicle/equipment, Goods and Services Tax or the Harmonized Sales Tax extra.

The Canadian Forces Material Handling Equipment
Purchase Description (PD) for Forklift Trucks, 4X4,
Diesel Engine Driven, Sit Down Rider

17 September 2012

OPI: DSVPM 4/DAPVS 4
National Defence Headquarters
Major General George R. Pearkes Building
Ottawa, Ontario
K1A 0K2

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



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1. SCOPE

1.1 **Scope** - This purchase description covers the requirements for 4 x 4, internal combustion engine sit down rider forklift trucks capable of handling empty containers.

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

- (a) Requirements, which are identified by the word "**shall**", are mandatory. Deviations will not be permitted;
- (b) Requirements identified by "**shall**^(E)" are mandatory. The Technical Authority will consider substitutes/alternatives for acceptance as an Equivalent;
- (c) Requirements identified with a "will" define actions to be performed by Canada and require no action/obligation on the Contractor's part;
- (d) Where "**shall**", "**shall**^(E)", or "will" are not used, the information provided is for guidance only;
- (e) In this document "provided" **shall** mean "provided and installed";
- (f) Where technical certification is required, a copy of the certification or an acceptable proof of compliance **shall** be provided upon request;
- (g) Metric measurements **shall** be used to define the requirement. Other measurements are for reference only and may not be exact conversions; and
- (h) Dimensions stated as nominal **shall** be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

1.3 **Definitions** - The following definitions apply to the interpretation of this Purchase Description:

- (a) "Technical Authority" - The government official responsible for technical content of this requirement;
- (b) "Equivalent" - A standard, means, or component type, which has been accepted by the Technical Authority as meeting the specified requirements for form, fit, function and performance; and
- (c) "Proof of Compliance" - A document such as a brochure, a third party test report, a report generated by third party software, or a certificate of attestation (as a separate

document) signed by a senior representative of the Original Equipment Manufacturer (such as a certified engineer) indicating the performance and/or feature specified.

- 1.4 **Configuration Capability Table** - Vehicles covered by this Purchase Description are represented as configurations. The following table shows required performance and dimensions by configuration with a clause reference.

CHARACTERISTIC	CLAUSE	UNITS	CONFIGURATION	
			A	B
LIFT CAPACITY	3.4.2 (a)	kg	15,875	
		lbs	35,000	
LOAD CENTRE	3.4.2 (a)	mm	1,219	
		in	48	
LIFT HEIGHT	3.4.2 (b)	mm	4,572	
		in	180	
COLLAPSED HEIGHT	3.4.2 (c)	mm	3,759	
		in	148	
FORK LENGTH	3.5.1 (b)	mm	2,438	
		in	96	
MAST ACCUMULATOR	3.5.1 (i)		✓	
SIDE SHIFT	3.5.1 (j)	mm	200	
		in	8	
CAB	3.6 (a)		✓	
SUSPENSION SEAT	3.6 (b)		✓	
AIR CONDITIONER	3.6 (d)		✓	
FUEL FIRED ENGINE PRE-HEATER	3.8.3 (d)		✓	
INITIAL PARTS KIT	4.1.1 (c)		✓	
TRAINING	4.2 (a)		✓	

2. APPLICABLE DOCUMENTS

2.1 **Government Furnished Documents** - **NOT APPLICABLE**

- 2.2 **Other Publications** - The following documents form part of this Purchase Description. Web sites for the organization are given when available. Effective documents are those in effect on date of manufacture. Sources are as shown:

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

CSA B335-04 Safety Standards for Powered Industrial Trucks
Canadian Standards Association (CSA)
178 Rexdale Blvd.
Rexdale, Ontario, M9W 1R3
<http://www.csa.ca/Default.asp?language=English>

UL558 Standards for Safety, Industrial Trucks, Internal Combustion Engine Powered
Underwriters' Laboratories of Canada
7 Crouse Road,
Scarborough, Ontario, M1R 3A9
<http://www.ulc.ca/>

3. REQUIREMENTS

3.1 Standard Design - The vehicle/equipment **shall**:

- (a) Be the manufacturer's latest model having demonstrated industry acceptability by having been sold commercially for at least 2 years, or, **shall** be manufactured by a company that has at least 5 years experience in manufacturing of similar equipment;
- (b) Have engineering certification available, upon demand, for this application from the original manufacturers of major equipment systems and assemblies;
- (c) Be subject to demonstrations and testing, to demonstrate the vehicle and vehicle system's capability to satisfy performance requirements as detailed in paragraph 4.4;
- (d) 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) Have system and component capacities not greater than their published ratings (i.e. product or component brochures) or accompanied by proof of compliance.

3.2 Operating Conditions

3.2.1 Weather - The vehicle/equipment **shall** operate under the extremes of weather conditions found in Canada in temperatures ranging from -30 to 37°C (-22 to 99°F).

3.2.2 Terrain - The forklift **shall** be capable of being operated on use-roughened concrete floors and deteriorated outdoor paved surfaces while being used stacking, un-stacking and moving general supplies in and around warehouses. The vehicle **shall** be capable of being operated off-road (e.g. construction sites, open fields and dirt tracks). Terrain conditions **shall** include year round operations on snow, mud, sand and ice.

3.3 Safety Standards

3.3.1 Noise Level - The vehicle/equipment noise levels **shall** meet the requirements of legislation relative to Occupational Safety and Health both at the operator's station and exterior to the vehicle.

3.3.2 Stability - Vehicle stability **shall**^(E) be in accordance with CSA B335.

3.3.3 Hazardous Materials - The contractor **shall** minimize the use of hazardous materials, ozone depleting substances, polychlorinated biphenyls, asbestos and heavy metals used in the fabrication of the product supplied. Items considered as hazardous materials **shall** be those given in the Hazardous Products Acts. The contractor **shall** provide Material Safety Data Sheets to the Technical Authority of all the above substances used in the fabrication of the product supplied.

3.3.4 "D" Rating - The vehicle/equipment **shall** be manufactured to meet the requirements of a "D" Rating in accordance with Standard UL 558.

3.4 Performance - The vehicle **shall** have the following performance.

3.4.1 Vehicle Performance - The forklift with rated capacity load **shall** be capable of:

- (a) Forward speeds of at least 20 km/h (12 mph);
- (b) Climbing slopes of 20 percent, loaded: and

- (c) Loading and unloading of 20-ft empty ISO containers at least two stack high.
- 3.4.2 **Forklift Performance** - Performance **shall** be substantiated with proof of compliance. Forklifts equipped with the standard mast but without optional equipment or features **shall** have:
- (a) A load capacity of at least that given as "**LIFT CAPACITY**" in the Configuration Capability Table at the load centre given as "**LOAD CENTRE**" in the Configuration Capability Table;
 - (b) A lift height (measured from the floor to the top of the forks) of at least that given as "**LIFT HEIGHT**" in the Configuration Capability Table;
 - (c) An overall vehicle height of no more than that given as "**COLLAPSED HEIGHT**" in the Configuration Capability Table with the mast completely collapsed and in vertical position.
- 3.4.3 **Dimensions** - The dimensions of the vehicle **shall** be as follows:
- (a) Clearance under the mast of not less than 304 mm (12 inches); and
 - (b) Approach and departure angles of not less than 25 degrees.
- 3.5 **Equipment**
- 3.5.1 **Application Equipment** - Equipment/features below **shall** be provided:
- (a) **Mast** - A wide, visible see-through telescopic hydraulic type with a controlled tilt forward and backward. The degree of tilt **shall** be compatible with the maximum fork height;
 - (b) **Forks** - Forks having a nominal fork length of that given as "**FORK LENGTH**" in the Configuration Capability Table. The forks **shall** be shipped with Non-Destructive Test (NDT) certification documents;

- (c) **Backrest** - Manufacturer's standard load backrest. It is preferred that the backrest have a nominal height of 1219 mm (48 inches);
- (d) **Vehicle Tie-Down Devices** - Vehicle tie-down devices. Permanent and integrally vehicle tie-down devices **shall**:
 - i Be designed to withstand stresses imposed by thrust loads (all directions) with a factor of safety of 1.5 with respect to the ultimate strength of the material;
 - ii Be designed for forward thrust of 4 G, a rearward thrust of 4 G, an upward thrust of 2 G and a side thrust of 1.5 G (1 G = shipping weight of the equipment), loads are not imposed simultaneously;
 - iii Be designed/located to prevent shifting or movement during transport on low-bed trailers, rail car and aboard ships;
 - iv Be located to permit easy attachment of cables or turnbuckles;
 - v Be identified and marked with maximum strain permitted. Markings **shall** be painted using a contrasting colour; and
 - vi Include complete tie down instructions showing locations. This information **shall** be shown in the manual and it is preferred that it is marked in the vehicle cab (in the form of decals).
- (e) **Vandal Protection** - Vandal protection including provision (Padlock hasps preferred) for locking engine covers, filler caps and the cab;
- (f) **Recovery Hooks** - Towing hooks, loops, or a component with equivalent capability at the front and rear of the vehicle. Recovery hooks whose location is other than the vehicle chassis **shall** be approved by the Technical Authority;
- (g) **Tool Compartment** - Tool compartment to hold all tools and minor loose equipment required for daily maintenance, which **shall**:
 - i Be protected from elements and road splash or be of weatherproof construction with anti-return type drainage; and

- ii Have compartment cover equipped with a means to be secured using a padlock. The cover **shall** have a weatherproof seal.
- (h) **Filler Caps** - Clearly/permanently identified filler caps by contents, using international symbols, a standard (i.e. SAE 10W30) or written in French and English.
- (i) **Mast Lift Accumulator** - A system to absorb impacts load from tracks, potholes and other obstacles; and
- (j) **Side Shifter** - A side shifter capable of providing a side shift of at least that given as "**SIDE SHIFT**" in the Configuration Capability Table.

3.6 **Operator Station** - The operator station **shall** include:

- (a) **Cab** - Fully enclosed pressurized, weatherproof, insulated and sound-proofed cab, in lieu of overhead guard. The cab **shall**:
 - i. Have a heater with a ventilation and defrosting system;
 - ii Have clear safety glass in windows providing all around visibility;
 - iii Have electrically power actuated windshield wipers; and
 - iv Have overhead load visibility during storage and retrieval operations.
- (b) **Suspension Seat** - A full suspension seat in lieu of the standard seat with the same standards with respect to seat belts and adjustments.
- (c) **Mirror(s)** - Rear view mirror(s) positioned providing a full view of both sides for safe reverse operations; and
- (d) **Air Conditioner** - An air conditioning system conforming to SAE J1503 and SAE J169. Air conditioning units **shall** not use ozone depleting refrigerants such as CFCs (ChloroFluoroCarbons) but preferably use HFCs (Hydro FluoroCarbons).

3.7 **Chassis** - The vehicle chassis **shall** be the manufacturers standard for a vehicle of this type and size.

3.8 **Engine** - The engine **shall** be diesel powered.

3.8.1 **Engine Components** - Engine components **shall** include:

- (a) A two stage dry type air cleaning system with a cyclonic pre-cleaner. Filters **shall** have a filter restriction gauge, which is preferably visible from the operator's station;
- (b) A muffler or exhaust system suitably located and/or shielded so that personnel will not contact a heated surface; and
- (c) Weather guards or an effective device to prevent entry of water into intake and exhaust stacks.

3.8.2 **Fuel Tank(s)** - The fuel tank(s) **shall** be the manufacturer's standard. The fuel tank(s) **shall** be at least half full when delivered.

3.8.3 **Engine Cold Weather Aids** - The engine **shall** be equipped with cold weather aids to enable the engine (operating with winter grade fuels/oils) to be started at temperatures down to -40° C. The following **shall** be included:

- (a) 110-volt engine heater(s) with a capacity as recommended by the engine manufacturer or conforming to SAE Information Sheet J1310;
- (b) **Engine Fuel-Water Separator** - A water separator/ fuel filter incorporating an electrical heating system to preheat diesel fuel prior to starting;
- (c) A low temperature starting aid. The engine **shall** have an glow plug or intake air preheat system; and
- (d) **Fuel-Fired Pre-Heater** - A fuel-fired preheat system. The fuel-fired pre-heater **shall** have an output of no less than 31.6 kJ (30,000 BTU). The unit **shall** be complete with an in-cab controller, which includes an automatic timing circuit with a delayed start of no less than 24 hours. The model **shall** be subject to Technical Authority approval. The preferred model is NSN 2990-12-357-4265 (Espar Hydronic D10).

3.9 **Transmission** - The vehicle **shall**^(E) be equipped with the following:

- (a) A power shift or power shuttle transmission (with at least 3 gear ratios forward and reverse), or an

infinitely variable forward and reverse hydrostatic, servo-controlled drive incorporating automatic controls to compensate for speed and load; and

- (b) An inching transmission, clutch or other device incorporated in the driveline of the vehicle, to allow precise vehicle control.
- 3.9.1 **All Wheel Drive System (Full-Time)** - An all wheel drive system (full-time) **shall** be provided. The all wheel drive system **shall** provide a 4 X 4 capability by delivering power equally to all wheels.
- 3.10 **Brake System** - The vehicle **shall** be equipped with manufacturer's standard braking system, which **shall**^(E) conform to CSA B335.
- 3.11 **Steering** - The vehicle **shall** be equipped with manufacturer's standard steering system, which **shall**^(E) conform to with CSA B335.
- 3.12 **Wheels, Rims and Tires** - The vehicle **shall** be equipped with:
- (a) **Excavator Tire Option** - Excavator type radial tires in lieu of standard tires, which **shall**^(E) have a tread equivalent to a Michelin XZL tread; and
 - (b) **Tire Pressure Markings** - The vehicle **shall** have the required tire pressure marked at each wheel station. The markings **shall** be made using black paint.
- 3.13 **Controls** - Controls **shall** be manufacturer's standard including a safety device ensuring that engine can only be started with the transmission in a neutral position and a throttle control positioned for convenient operation.
- 3.14 **Instruments** - Instruments **shall** be manufacturer's standard including a numeric read-out hour-meter, which displays accumulated running time up to 9,999 hours.
- 3.15 **Electrical System** - The vehicle electrical system **shall** be the manufacturer's standard. The electrical system **shall** include a back up alarm system.
- 3.16 **Lighting** - The vehicle lighting **shall** be the manufacturer's standard. The vehicle lighting **shall** include:
- (a) Have floodlights that allow forklift operations at night, with sufficient lighting for the operator to see the load and fork tips in all positions. This **shall** include an adjustable floodlight; and

- (b) Include an amber rotating beacon or strobe mounted on the rear of the forklift, which is activated when the vehicle travels.
- 3.17 **Hydraulic System** - The hydraulic system **shall** be the manufacturer's standard complete with all components required for the operation of the hydraulic equipment specified.
- 3.18 **Lubricants and Hydraulic Fluids** - The vehicle **shall** be serviced with the manufacturer's non-proprietary standard lubricants and hydraulic fluids.
- 3.19 **Paint** - The vehicle **shall** be painted using manufacturer's standard commercial colours. The prime coating **shall** be a high-durability, corrosion-resistant type. The prime coating **shall**^(E) be epoxy type or baked powder coat.
- 3.20 **Identification** - The following information **shall** be permanently marked in a conspicuous and protected location:
 - (a) Manufacturer's name, model and serial number; and
 - (b) Manufacturer's Vehicle Identification Number (VIN), where applicable.
- 4. **Integrated Logistic Support** - The Contractor is required to ensure that spare parts required to properly maintain and repair vehicles are available for purchase for a period of 15 years.
 - 4.1 **Documentation and Support Items** - The Contractor **shall** provide the following documentation and support items.
 - 4.1.1 **Items with Each Vehicle** - The Contractor **shall** provide the following items with each vehicle:
 - a) **Vehicle Manuals** - Manuals required for safe operation, maintenance and repair of the vehicle. It is preferred that complete sets of manuals are provided on CD/DVD-ROM (without password(s), special installation requirements or requiring an Internet connection). The Vehicle Manuals **shall** include:
 - i **Operator's Manuals** - Operator's manuals in a bilingual format or as 2 manuals in a single binder (one English, and one French). An Operator's Manuals in paper format **shall** always be provided with each vehicle;

- ii **Parts Manuals** - The Parts Manuals in English (French translation is desirable);
 - iii **Maintenance (Shop Repair) Manuals** - The Maintenance (Shop Repair) Manual in English (French translation is desirable); and
 - iv **Sample Manuals** - A set of Sample Manuals, including all of the above manuals in electronic format. The sample manuals **shall** be delivered to the Technical Authority 20 working days before delivery of vehicles. Sample manuals will not be returned. The Technical Authority will provide manual approval or comments within 15 days.
- b) **Warranty Letter** - A paper copy of the completed bilingual Warranty Letter with each vehicle shipped in the approved format. The Contractor **shall** send a copy of the Warranty Letter, in electronic format, to the Technical Authority for each vehicle, at shipment. Designated warranty providers **shall** honour the warranty letter; and
 - c) **Initial Parts Kit** - One Initial Parts Kit accompanying each vehicle/ equipment. Each Initial Parts Kit **shall** include a complete set of filters and filter elements from the Original Equipment Manufacturer.

4.1.2 **Documents Provided to Technical Authority** - The Contractor **shall** provide the following documents to the Technical Authority:

- (a) **Data Summary** - A bilingual Data Summary for each make/model/ configuration by completing Technical Authority's template with data and a vehicle picture. The Contractor **shall** provide a Data Summary, if possible, before shipment of vehicles;
- (b) **Photographs** - Two (2) digital pictures, one left-front three-quarter view, and one right-rear three-quarter view of each make/model/ configuration. It is preferred that pictures have an uncluttered background. Pictures **shall** have a size of at least 10 Mega pixels;
- (c) **Preventive Maintenance Replacement Parts Kit List** - A list of parts needed to perform preventive maintenance on a vehicle/equipment during the first scheduled preventive maintenance. The list **shall** include the parts provided in the Initial Parts Kit and additional items recommended by the Original Equipment Manufacturer for review and acceptance by the

Technical Authority. The list **shall** include the following elements:

- i Part description;
- ii Original Equipment Manufacturer Part number;
- iii Suggested quantity; and
- iv Unit cost.

(d) **Material Safety Data Sheets** - The contractor **shall** provide a listing of all hazardous materials used in the fabrication of the product supplied to the Technical Authority, if there are no hazardous materials used, this **shall** be noted on the listing. The contractor **shall** provide Material Safety Data Sheets for all the hazardous materials used in the fabrication of the product supplied.

4.2 **Training** - When indicated in the Configuration Capability Table, the Contractor **shall** perform the following training:

(a) **Familiarization** - At least 1-day (8 hours) familiarization instruction at each destination, for a maximum of 8 personnel, no later than one month after delivery of each vehicle. The instruction **shall** include the detailed operation and normal servicing of the vehicle/equipment and **shall** be split into two - four (4) hour segments for operator familiarization and maintainer familiarization. Familiarization instructions **shall** be available in both official languages for destinations in the province of Quebec or as requested by the Technical Authority. The final dates **shall** be arranged with the Technical Authority. After completion of the familiarization session, the Contractor **shall** have a "PROOF OF FAMILIARIZATION INSTRUCTION" certificate signed by the consignee. The Technical Authority will supply this document in an electronic format, when requested.

5. **Vehicle Delivery Condition** - The vehicle **shall** be delivered to destination in a fully operational condition (serviced and adjusted) and both the interior and exterior **shall** be cleaned. If the vehicle requires assembly at destination, the Contractor **shall** be responsible for all manpower and equipment to perform assembly. The consignee will provide the area required for assembly. For shipment verification, all items such as wheel wrenches, jacks, and all other tools, equipment and accessories, which are shipped loose with the equipment, **shall** be listed on the shipping certificate or to an attached packing note.

Purchase Description: 4X4 Diesel Forklift

Technical Information Questionnaire for Forklift
Trucks, 4X4 Rough Terrain, Diesel Engine Driven, Sit
Down Rider

BID SOLICITATION NUMBER

CONFIGURATION A

Completed By:

Company Name:

Manufacturer's Name:

Name of Representative:

Signature:

Date:

Introduction

This Questionnaire covers technical information, which **shall** be provided for evaluation of the vehicle/equipment offered. Where a company is unsure if their vehicle/equipment/product/system complies, they **shall** provide a complete explanation.

Compliance

Equipment provided complies with all specified requirements? YES NO

Substitutes/Alternatives

Are any substitutes/alternatives offered as equivalent? YES NO

Information provided for evaluation of substitutes/alternatives? YES NO

PURCHASE DESCRIPTION PARAGRAPHS

3.1 **Standard Design** - Complies? YES NO

(a) Make _____ - Model _____

Length of time this model in production/sold commercially _____ years

(e) Are system/component used within published capacities? YES NO

3.2.1 **Weather** - Vehicle operates between -30 and 37° C? YES NO

Explanations _____

3.2.2 **Terrain** - Vehicle operates in specified terrain? YES NO

Explanations _____

3.3.1 **Noise Level** - Complies? YES NO

Explanations _____

3.3.2 **Stability** - Complies with CSA B335? YES NO

Explanations _____

3.3.3 **Hazardous Materials** - Will be complied with? YES NO

Explanations _____

3.3.4 **"D" Rating** - Will vehicle be built to UL "D" Rating? YES NO

Explanations _____

3.4.1 **Vehicle Performance** - Complies? YES NO

Explanations _____

(a) Maximum speed forward _____ km/h

Explanations _____

(h) **Filler Caps** - Complies? YES NO

Explanations _____

(i) **Mast Lift Accumulator** - Complies? YES NO

Explanations _____

(j) **Side Shifter** - Complies? YES NO

Side Shift:

3.6 **Operator Station**

(a) **Cab** - Complies? YES NO

Explanations _____

(b) **Suspension Seat** - Complies? YES NO

Explanations _____

(c) **Mirror(s)** - Complies? YES NO

Explanations _____

(d) **Airconditioner** - Complies? YES NO

Explanations _____

3.7 **Chassis** - Complies? YES NO

Explanations _____

Type - Rigid Frame Articulated Frame

3.8 **Engine** - Complies? YES NO

Explanations _____

3.8.1 **Engine Components** - Complies? YES NO

Explanations _____

3.8.2 **Fuel Tank** - Complies? YES NO

Explanations _____

3.8.3 **Engine Cold Weather Aids** - Complies? YES NO

Explanations _____

(a) Engine Heater - Complies? YES NO

Wattage _____

(b) **Fuel water Separator** - Complies? YES NO

(c) **Low Temperature Starting Kit:**

Type - Glow Plug Intake Air Preheat

(d) **Fuel-Fired Pre-Heater** - Complies? YES NO

Make _____ Model _____

3.9 **Transmission** - Complies? YES NO

Explanations _____

(a) Drive Type _____

(b) **Inching Transmission** - Make _____ Model _____

3.9.1 **All Wheel Drive System** - Complies? YES NO

Explanations _____

3.10 **Brake System** - Complies? YES NO

Explanations _____

3.11 **Steering** - Complies? YES NO

Explanations _____

3.12 **Wheels, Tires and Rims** - Complies? YES NO

Tire size _____ - Tread type _____

3.13 **Controls** - Complies? YES NO

Explanations _____

3.14 **Instruments** - Comply? YES NO

Explanations _____

3.15 **Electrical System** - Complies? YES NO

Explanations _____

3.16 **Lighting** - Complies? YES NO

Explanations _____

3.17 **Hydraulic System** - Complies? YES NO

Explanations _____

Technical Questionnaire: Configuration A

3.18 **Lubricants and Hydraulic Fluids** - Complies? YES NO

Explanations _____

3.19 **Paint** - Complies? YES NO

Explanations _____

3.20 **Identification** - Complies? YES NO

Explanations _____

4. **Integrated Logistics Support** - Will be provided as requested? YES NO

Explanations _____

4.1.1 **Items with Each Vehicle**

(a) **Vehicle Manuals** - Will be provided as requested? YES NO

Explanations _____

(b) **Warranty Letter** - Will be provided as requested? YES NO

Explanations _____

(c) **Initial Parts Kit** - Will be provided as requested? YES NO

Explanations _____

4.1.2 **Document Provided to the Technical Authority**

(a) **Data Summary** - Will be provided as requested? YES NO

Explanations _____

(b) **Photographs** - Will be provided as requested? YES NO

Explanations _____

(c) **Preventive Maintenance Replacement Parts List** - Will be provided as requested? YES NO

Explanations _____

(d) **Material Safety Data Sheets** - Will be provided as requested? YES NO

Explanations _____

4.2 **Training**

(a) **Familiarization** - Will be provided as requested? YES NO

Explanations _____

5. **Vehicle Delivery Condition** - Complies? YES NO

Explanations _____