

**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 FORK LIFTS	
Solicitation No. - N° de l'invitation W8476-123672/A	Date 2012-03-19
Client Reference No. - N° de référence du client W8476-123672	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-635-60113	
File No. - N° de dossier hs635.W8476-123672	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2012-05-01	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes	
Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Goyette, Jean-F	Buyer Id - Id de l'acheteur hs635
Telephone No. - N° de téléphone (819) 953-0864 ()	FAX No. - N° de FAX (819) 956-5227
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

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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, if applicable, 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, and the technical information questionnaire.

2. Summary

The Department of National Defence has a requirement to purchase:

- a) Three (3) Fork Lifts, configuration A and related items, in accordance with the Purchase Description (PD) for the Electric Type Sit Down Rider Counterbalance Forklift, dated January 18, 2012 and Annex A - Pricing.

An option is included to purchase up to six (6) Fork Lifts, configuration A and related items to be exercised within twelve (12) months from the effective date of the contract.

-
- b) One (1) Fork Lift, configuration B and related items, in accordance with the Purchase Description (PD) for the Electric Type Sit Down Rider Counterbalance Forklift, dated January 18, 2012 and Annex A - Pricing.

An option is included to purchase up to two (2) Fork Lifts, configuration B and related items to be exercised within twelve (12) months from the effective date of the contract.

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), the Canada-Columbia Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA) and the Agreement on Internal Trade (AIT).

3. 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 15 working days of receipt of notification that their bid was unsuccessful. The debriefing may be provided in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the *Standard Acquisition Clauses and Conditions* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

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

The 2003 (02/03/12) 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.

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 are encouraged to :

- 1) use paper containing fibre certified as originating from a sustainably-managed forest and/or 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

A check mark should be added in the appropriate box of the Technical Information Questionnaire. Bidders should provided additional explanation to support their technical compliance.

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/Statement of Work).

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.

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.

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 vehicles is requested by June 1, 2012, the best delivery that could be offered is as follows:

Item 001 – One (1) Fork Lift, configuration A and related items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Item 002 – One (1) Fork Lift, configuration A and related items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Item 003 – One (1) Fork Lift, configuration A and related items will be delivered within _____ weeks/calendar days from the effective date of the contract.

Item 004 – One (1) Fork Lift, configuration B and related 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 005 - Fork Lifts, configuration A and related items:

If an option is exercised, up to six (6) Fork Lifts, configuration A and related items will be delivered FCA Free Carrier at the Contractor's Canadian facility or the Contractor's Canadian Distribution Point, Incoterms 2000, within _____ weeks/calendar days from date of order.

Item 006 - Fork Lifts, configuration B and related items:

If an option is exercised, up to two (2) Fork Lifts, configuration B and related items will be delivered FCA Free Carrier at the Contractor's Canadian facility or the Contractor's Canadian Distribution Point, Incoterms 2000, within _____ weeks/calendar days from date of order.

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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.

Delivery Location 1 - Item 001 and Item 004:

CFB St-Jean

5 USS Saint-Jean

Section Équipement Majeur

5ième Bon SG Approvisionnement

USS St-Jean Hanger 103

St-Jean sur Richelieu, Qc

J0J 1R0

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

Name: _____

Address: _____

Telephone number: _____

Delivery Location 2 - Item 002:

CFB ASU Petawawa

Major Equipment Section

Petawawa, Ont

K8H 2X3

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

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Name: _____

Address: _____

Telephone number: _____

Delivery location 3 - Item 003

BFC USS Valcartier

Section Équipement Majeur

Bat. 188 (PON COMB)

Garnisson Valcartier

Courcelette, Qc

G0A 4Z0

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**. 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.

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

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 and provide all technical information requested in the bid solicitation, the Technical Information Questionnaire and the Purchase Description by the bid closing date and time to enable a full and complete evaluation.

1.1.2 Bidders must complete the attached Technical Information Questionnaires for each configuration and submit them with their bid.

1.1.2.1 Bidders proposing substitutes and/or alternatives must meet the following criteria:

- Bidders must provide with their bid a certificate of conformity from the Equipment Manufacturer and all required technical information (as detailed in Part 3, Section 1, Paragraph 1. Substitutes and Alternatives of this RFP) by bid closing date, in order to be considered for the 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.

1.2 Financial Evaluation

1.2.1 Bids must be completed in full and provide all financial information requested in the bid solicitation and at Annex A - Pricing by the bid closing date and time to enable a full and complete evaluation.

Any extended warranty period offered will not be included in the financial evaluation and further negotiations may be required.

1.2.2 Mandatory Financial Evaluation Criteria

1.2.2.1 Prices will be evaluated 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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1.2.2.2 Bids will be evaluated on an aggregate price basis for all configurations for the firm quantities and the optional quantities including all related items.

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 for all configurations will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

Bidders must provide the required certifications to be awarded a contract. Canada will declare a bid non-responsive if the required certifications 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 or to comply with the request of the Contracting Authority for additional information will also render the bid non-responsive.

1. 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.

1.1 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, 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.

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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	16/05/11

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:

- a) Three (3) Fork Lifts, configuration A and related items, in accordance with the Purchase Description (PD) for the Electric Type Sit Down Rider Counterbalance Forklift, dated January 18, 2012 and Annex A - Pricing.

An option is included to purchase up to six (6) Fork Lifts, configuration A and related items to be exercised within twelve (12) months from the effective date of the contract.

- b) One (1) Fork Lift, configuration B and related items, in accordance with the Purchase Description (PD) for the Electric Type Sit Down Rider Counterbalance Forklift, dated January 18, 2012 and Annex A - Pricing.

An option is included to purchase up to two (2) Fork Lifts, configuration B and related 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* (<http://ccua-sacc.tpsgc-pwgsc.gc.ca/pub/acho-eng.jsp>) Manual issued by Public Works and Government Services Canada.

2.1 General Conditions

2030 (02/03/12), General Conditions - Higher Complexity - Goods, apply to and form part of the Contract.

At Section 22, Warranty

Delete paragraphs 3 and 4 in their entirety and replace with the following:

“3. Any defective equipment, sub-assembly or component shall be replaced or repaired, without charge for parts, labour, transportation and living expenses by the Contractor’s authorized dealer and/or agent nearest identified herein. The Contractor must be responsible to ensure that prompt warranty action is taken. In the event of a warranty dispute with a component manufacturer, the Contractor must be held responsible for all warranty coverage.

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

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) Fork Lift, configuration A and related items must be delivered within (to be inserted by PWGSC after Contract Award) weeks/calendar days from the effective date of the contract.

Item 002 – One (1) Fork Lift, configuration A and related items must be delivered within (to be inserted by PWGSC after Contract Award) weeks/calendar days from the effective date of the contract.

Item 003 – One (1) Fork Lift, configuration A and related items must be delivered within (to be inserted by PWGSC after Contract Award) weeks/calendar days from the effective date of the contract.

Item 004– One (1) Fork Lift, configuration B and related items must be delivered within (to be inserted by PWGSC after Contract Award) weeks/calendar days from the effective date of the contract.

Optional Quantity

Item 005- If the option is exercised, up to six (6) Fork Lifts, configuration A and related items must be delivered within (to be inserted by PWGSC after Contract Award) weeks/calendar days after an option is exercised.

Item 006- If the option is exercised, up to two (2) Fork Lifts, configuration B and related items must be delivered within (to be inserted by PWGSC after Contract Award) weeks/calendar days after an option is exercised.

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Jean-François Goyette
Supply Officer
Public Works and Government Services Canada
Acquisitions Branch
LEFTD - HS Division
Place du Portage, Phase III, 7B1
Gatineau, Quebec K1A 0S5
Telephone: 819-953-0864
Facsimile: 819-956-5227
E-mail address: jean-francois.goyette@tpsgc-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:

Name: (To be inserted by PWGSC after Contract Award)

DLP _____

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

Telephone: (To be inserted by PWGSC after Contract Award)

Facsimile: (To be inserted by PWGSC after Contract Award)

E-mail address: (To be inserted by PWGSC after Contract Award)

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

5.3 Technical Authority

The Technical Authority for the Contract is:

Name: (To be inserted by PWGSC after Contract Award)

National Defence Headquarters

Mgen. George R. Pearkes Building

101 Colonel By Drive

Ottawa, Ontario K1A 0K2

Telephone: (To be inserted by PWGSC after Contract Award)

Facsimile: (To be inserted by PWGSC after Contract Award)

E-mail address: (To be inserted by PWGSC after Contract Award)

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

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hs635

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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 after Contract Award)

Telephone No. (To be inserted by PWGSC after Contract Award)

Facsimile No. (To be inserted by PWGSC after Contract Award)

E-mail address: (To be inserted by PWGSC after Contract Award)

Delivery follow-up

Name: (To be inserted by PWGSC after Contract Award)

Telephone No. (To be inserted by PWGSC after Contract Award)

Facsimile No. (To be inserted by PWGSC after Contract Award)

E-mail address: (To be inserted by PWGSC after Contract Award)

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:

Delivery Location 1 - Item 001 and Item 004:

CFB St-Jean

5 USS Saint-Jean

Section Équipement Majeur

5ième Bon SG Approvisionnement

USS St-Jean Hanger 103

St-Jean sur Richelieu, Qc

J0J 1R0

Distance between the delivery location and the dealer and/or agent: (to be inserted by PWGSC after Contract Award) km

Name: (to be inserted by PWGSC after Contract Award)

Address: (to be inserted by PWGSC after Contract Award)

Telephone number: (to be inserted by PWGSC after Contract Award)

Delivery Location 2 - Item 002:

CFB ASU Petawawa

Major Equipment Section

Petawawa, Ont

K8H 2X3

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Distance between the delivery location and the dealer and/or agent: (to be inserted by PWGSC after Contract Award) km

Name: (to be inserted by PWGSC after Contract Award)

Address: (to be inserted by PWGSC after Contract Award)

Telephone number: (to be inserted by PWGSC after Contract Award)

Delivery location 3 - Item 003:

BFC USS Valcartier

Section Équipement Majeur

Bat. 188 (PON COMB)

Garnisson Valcartier

Courcelette, Qc

G0A 4Z0

Distance between the delivery location and the dealer and/or agent: (to be inserted by PWGSC after Contract Award) km

Name: (to be inserted by PWGSC after Contract Award)

Address: (to be inserted by PWGSC after Contract Award)

Telephone number: (to be inserted by PWGSC after Contract Award)

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	30/11/07
C6000C	Limitation of Price	16/05/11

H1001C

Multiple Payments

12/05/08

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. Invoices cannot be submitted until all work identified on the invoice is completed.
2. Invoices must be distributed as follows:
 - (a) The original must be forwarded to the Procurement Authority to the following address for certification and payment.

National Defence Headquarters
MGen G.R. Pearkes Bldg
101 Colonel By Drive
Ottawa, ON
K1A 0K2

Attention: DLP (to be inserted by PWGSC after Contract Award)

(b) One (1) copy must be forwarded 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

Canada will apply a ten (10) percent holdback on the total price of each vehicle/equipment on any due payment of the said vehicle/equipment.

For items 001, 002, 003 and 004 (firm quantities) release of the holdback (10%) is conditional upon receipt and certified acceptance by DND of the said vehicles/equipment and related items such as the vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letter(s), approved manuals, initial parts kits and manual safety data sheets, as described in the attached Purchase Description.

For items 005 and 006 (optional quantities), release of the holdback (10%) is conditional upon receipt and certified acceptance by DND of the said vehicles/equipment and related items such as the vehicle manuals, warranty letter(s) and initial parts kits, as described in the attached Purchase Description.

Goods and Services Tax or Harmonized Sales Tax (GST/HST), as applicable, 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 GST/HST payable as it was claimed and paid under the previous invoice.

(a) The original 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.

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

8. Certifications

Compliance with the certifications 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 or 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) Annex A - Pricing;
- (c) the 2030 (02/03/12) General Conditions - Higher Complexity - Goods;
- (d) Purchase Description (PD) for Tractors, Wheeled, Warehouse, Electric Motor Driven dated January 18, 2012;
- (e) The Contractor's bid dated (to be inserted by PWGSC after Contract Award), as amended (to be inserted by PWGSC after Contract Award).

11. SACC Manual Clauses

SACC Reference	Title	Date
A9006C	Defence Contract	12/05/08
C2800C	Priority Rating	16/05/11
C2801C	Priority Rating - Canadian Contractors	16/05/11
D5545C	ISO 9001:2008 Quality Management Systems - Requirements (QAC C)	16/08/10

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 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

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.

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. 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.

Items 001 and 004 - The contact person at destination is: (to be inserted by PWGSC after Contract Award)

The goods must be delivered to:

CFB St-Jean
5 USS Saint-Jean
Section Équipement Majeur
5ième Bon SG Approvisionnement
USS St-Jean Hanger 103
St-Jean sur Richelieu, Qc
J0J 1R0

Item 002 - The contact person at destination is: (to be inserted by PWGSC after Contract Award)

The goods must be delivered to:

Delivery Location 2
CFB ASU Petawawa
Major Equipment Section
Petawawa, Ont
K8H 2X3

Item 003 - The contact person at destination is: (to be inserted by PWGSC after Contract Award)

The goods must be delivered to:

BFC USS Valcartier
Section Équipement Majeur
Bat. 188 (PON COMB)
Garnisson Valcartier
Courcelette, Qc
G0A 4Z0

15. 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.

16. 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.

17. Progress Reports

The Contractor must prepare and submit a monthly progress report electronically to the Procurement Authority, Technical Authority and Contracting Authority.

The Contractor must answer the following questions:

- (i) Is the delivery of the vehicle/equipment and related items on schedule?
- (ii) Is this requirement free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

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.

ANNEX A - PRICING

Item 001 – One (1) Fork Lift, configuration A (Firm Quantity)

The Contractor must deliver one (1) Fork Lift, configuration A and related items such as vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letter, approved manuals, Initial Parts Kits and material safety data sheets, in accordance with the attached Purchase Description (PD) for the Electric Type Sit Down Rider Counterbalance Forklift, dated January 18, 2012.

Firm lot price of \$ _____ per vehicle/equipment Delivered Duty Paid at USS Saint-Jean, Saint-Jean sur le Richelieu, Québec, in accordance with Part 7 Basis of Payment.

Manufacturer: _____ Model: _____

Item 002 – One (1) Fork Lift, configuration A (Firm Quantity)

The Contractor must deliver one (1) Fork Lift, configuration A and related items such as vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letters, approved manuals, Initial Parts Kits and material safety data sheets, in accordance with the attached Purchase Description (PD) for the Electric Type Sit Down Rider Counterbalance Forklift, dated January 18, 2012.

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

Manufacturer: _____ Model: _____

Item 003 – One (1) Fork Lift, configuration A (Firm Quantity)

The Contractor must deliver one (1) Fork Lift, configuration A and related items such as vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letters, approved manuals, Initial Parts Kits and material safety data sheets, in accordance with the attached Purchase Description (PD) for the Electric Type Sit Down Rider Counterbalance Forklift, dated January 18, 2012.

Firm lot price of \$ _____ per vehicle/equipment Delivered Duty Paid at BFC Valcartier, Bat. 188, Courcelette, Québec in accordance with Part 7 Basis of Payment.

Manufacturer: _____ Model: _____

Item 004 – One (1) Fork Lift, configuration B (Firm Quantity)

If this option is exercised, the Contractor must deliver up to one (1) Fork Lift, configuration B and related items such as vehicle manuals, data summary, photographs, preventive maintenance

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replacement parts kit list, warranty letters, approved manuals, Initial Parts Kits and material safety data sheets, in accordance with the attached Purchase Description (PD) for the Electric Type Sit Down Rider Counterbalance Forklift, dated January 18, 2012.

Manufacturer: _____ Model: _____

Firm lot price of \$ _____ per vehicle/equipment Delivered Duty Paid at USS Saint-Jean, Saint-Jean sur le Richelieu, Québec, in accordance with Part 7 Basis of Payment

Item 005 – Six (6) Fork Lifts, configuration A (Optional Quantity)

The Contractor must deliver up to six (6) Fork Lifts, configuration A and related items such as vehicle manuals, warranty letters and Initial Parts Kits, in accordance with the attached Purchase Description (PD) for the Electric Type Sit Down Rider Counterbalance Forklift, dated January 18, 2012.

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

Manufacturer: _____ Model: _____

To be exercised within 12 months from Date of Contract Award.

Item 006 – Two (2) Fork Lifts, configuration B (Optional Quantity)

The Contractor must deliver up to two (2) Fork Lifts, configuration B and related items such as vehicle manuals, warranty letters and Initial Parts Kits, in accordance with the attached Purchase Description (PD) for the Electric Type Sit Down Rider Counterbalance Forklift, dated January 18, 2012.

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

Manufacturer: _____ Model: _____

To be exercised within 12 months from Date of Contract Award.

Item 007 - Extended Warranty Period (Configuration A)

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.

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Item 008 – Extended Warranty Period (Configuration B)

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 the Electric Type Sit Down Rider
Counterbalance Forklift

18 January 2012

OPI: DSVPM/DAVPS 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 electric motor driven, 3 or 4 wheel, counterbalance, sit-down rider forklift trucks.

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**^(B)" 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**^(B)", 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	C
LIFT CAPACITY	3.4.2(a)	kg	1,814	1,814	
		pounds	4,000	4,000	
LIFT HEIGHT	3.4.2(b)	mm	4,699	3,784	
		inches	185	149	
COLLAPSED HEIGHT	3.4.2(c)	mm	2,260	2,108	
		inches	89	83	
FREE LIFT	3.4.2(d)	mm	762	762	
		inches	30	30	
VEHICLE HEIGHT	3.4.2(e)	mm	2,260	2,108	
		inches	89	83	
NUMBER OF WHEELS	3.4.3		4	4	
LUG THREAD TIRE	3.12.1		✓		
SIDE SHIFT	3.5.1(d)	mm	50	50	
		inches	2	2	
BATTERY CAPACITY	3.15(a)	kWh	29.5	29.5	
550V, 3-PHASE CHARGER	3.15 (e)		✓	✓	

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:

B335 Safety Standards for Powered Industrial Trucks
Canadian Standards Association (CSA)
5060 Spectrum Way
Mississauga, Ontario, L4W 5N6
<http://www.csa.ca/Default.asp?language=English>

UL 583 Standards for Safety, Electric Battery Powered Industrial Trucks
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 latest model from a manufacturer who has demonstrated acceptability by manufacturing and selling this type and size class of vehicle for at least 1 year;
- (b) Have engineering certification available, upon demand, for this application from the original manufacturers of major equipment systems and assemblies;
- (c) 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
- (d) 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 -35 to 37° C (31 to 99° F).

3.2.2 **Terrain** - The forklift *shall* be capable of being operated on use-roughened concrete floors while being used stacking, unstacking and moving general supplies in warehouses.

3.3 Safety Standards

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

3.3.2 **"E" Rating** - The vehicle/equipment *shall* be manufactured to meet the requirements of an "E" Rating in accordance with Standard UL 583.

3.4 **Performance** - Performance *shall* be substantiated with Proof of Compliance.

3.4.1 **Vehicle Performance** - The forklift carrying the rated capacity load *shall* be capable of forward and reverse speeds of at least 9 km/h (5.6 mph).

3.4.2 **Forklift Performance** - Forklifts equipped with the standard mast but without optional equipment or features *shall* have:

- (a) A load capacity at a 610 mm (24 inch) load centres of at least that given as "**LIFT CAPACITY**" in the Configuration Capability Table. The load capacity *shall* not de-rate to below specified load capacity before a load lift height of 3,810 mm (150 inches). *The load capacity shall not be de-rated below the rated load capacity while side shifter is in use;*
- (b) A lift height of at least that given as "**LIFT HEIGHT**" in the Configuration Capability Table, measured from the floor to the top of the forks with the mast in an extended vertical position;
- (c) A collapsed height, in the vertical position, of no more than that given as "**COLLAPSED HEIGHT**" in the Configuration Capability Table;
- (d) A free lift (load backrest removed) of at least that given as "**FREE LIFT**" in the Configuration Capability Table; and
- (e) An overall vehicle height to its highest point of no more than that given as "**VEHICLE HEIGHT**" in the Configuration Capability Table.

Note: Lift heights have been chosen in order to allow pallets to be stored on storage racks which are 125 mm (5 inches) lower than the lift height to allow for pallet depth and clearance. Standard storage rack heights used are 3.65, 4.57, 5.18 and 5.79 metres (12, 15, 17 and 19 feet).

3.4.3 **Forklift Configuration**- The forklift *shall* have the number of wheels given as "**NUMBER OF WHEELS**" in the Configuration Capability Table. For the vehicle to be accepted as a 3-wheel vehicle, it *shall* have a single steer wheel at the rear of the vehicle or a pair of wheels that are separated by no more than 153 mm (6 inches) and pivoted at the same point for steering. Substitution of a 3-wheel for a 4-wheel forklift will be permitted, however, substitution of a 4-wheel for a 3-wheel forklift will **NOT** be permitted.

3.5 Equipment

3.5.1 Application Equipment - Equipment/features below **shall** be provided:

- (a) Mast - A wide, see-through, telescopic hydraulic mast;
- (b) Forks - Forks having a nominal length of 1,066 mm (42 inches) in lieu of standard forks. 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 1,219 mm (48 inches); and
- (d) Integral Fork Positioner/Side Shifter - A fork-positioning attachment in lieu of the standard side shifter. The fork positioning attachment **shall** increase/decrease the spacing between the unloaded forks hydraulically. The fork-positioning attachment **shall** be capable of providing side shifting of fully loaded forks simultaneously to either side of the center to at least that given as "SIDE SHIFT" in the Configuration Capability Table.

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

- (a) Overhead Guard - A driver's overhead guard with wire mesh or Equivalent mounted to protect operator;
- (b) Seat - A padded water-resistant operator's seat and backrest equipped with seat belts; and
- (c) Mirror(s) - Rear view mirror(s) positioned providing a full view of both sides for safe reverse operations.

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

3.8 Motors - Equipment electric motors **shall** be manufacturer's standard and in accordance with applicable standards. An AC motor is preferred.

3.9 Drive Unit - The vehicle **shall** be equipped with a manufacturer's standard drive unit.

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 **Tires** - The tires **shall** be the manufacturer's standard being a smooth face press-on type. The tread material **shall** be optimized for use on an electric forklift.
- 3.12.1 **Lug Tread Tire Option** - Lug tread tires **shall** be provided in lieu of the standard tires when indicated in the Configuration Capability Table.
- 3.13 **Controls** - The vehicle **shall** have the manufacturer's standard controls including a throttle control for convenient right foot operation.
- 3.14 **Instruments** - Manufacturer's standard instruments which **shall** include a digital read-out hour-meter which records accumulated running time up to 9,999 hours and a battery state-of-charge indicator with lift interrupt.
- 3.15 **Electrical System** - The electrical system **shall**:
- (a) Have a battery capacity of at least that given as "**BATTERY CAPACITY**" in the Configuration Capability Table and a voltage of at least 36 volts;
 - (b) Have battery connectors colour coded to indicate the voltage;
 - (c) Have a CSA approved, automatic constant voltage heavy-duty battery charger. The consignee will install the battery charger. The floor mounted battery charger **shall** be wired to operate from the designated power source;
 - (d) **Back-Up Alarm System** - A back-up alarm system to alert personnel that the vehicle is in back-up mode; and
 - (e) **Charger 550 V, 3 Phase** - A battery charger capable of charging the forklift batteries from a 550 volt, three phase, 60Hz power source.
- 3.16 **Lighting** - The vehicle lighting **shall** be the manufacturer's standard. The vehicle lighting **shall** include:
- (a) **Reverse Movement Strobe Light** - A red strobe mounted on the rear of the forklift, which is activated when the vehicle travels in reverse.

- 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 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

- 4.1 **General** - The Contractor is required to ensure that spare parts required for properly maintaining and repairing vehicles are available for purchase for a period of 15 years.
- 4.2 **Documentation and Support Items** - The Contractor **shall** provide the following documentation and support items.
- 4.2.1 **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 15 working days before delivery of vehicles. Sample manuals will not be returned. The Technical Authority will provide manual approval or comments within 30 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.

4.2.2 **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.

5. VEHICLE DELIVERY CONDITION

- 5.1 **General** - 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.

**Technical Information Questionnaire for Forklift Sit
Down Rider, Electric Motor Driven**

BID SOLICITATION NUMBER

CONFIGURATION A

Completed By:

Company Name:

Manufacturer's Name:

Name of Representative:

Designation:

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

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

3.2.1 **Weather** - Vehicle operates between -35 and 37° C? YES NO

Explanations

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

Explanations

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

Explanations

3.3.2 **"E" Safety Rating** - Is Vehicle UL "E" Safety Rated? YES NO

Explanations

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

3.4.2 **Forklift Performance**

(a) **Lift Capacity** - Proof of Compliance provided? YES NO

Capacity with Side Shifter in use:

(b) **Lift Height** - Proof of Compliance provided? YES NO

(c) **Collapsed Height** - Proof of Compliance provided? YES NO

Collapsed Mast Height:

- (d) **Free Lift** - Proof of Compliance provided? YES NO
Free Lift:
- (e) **Overall Vehicle Height** - Proof of Compliance provided? YES NO
Height:
- 3.4.3 **Forklift Configuration** - Proof of Compliance provided YES NO
Number of Wheels:
- 3.5.1 **Application Equipment**
- (a) **Mast** - Complies? YES NO
Explanations
- (b) **Forks** - Comply? YES NO
Length:
- (c) **Backrest** - Complies? YES NO
Explanations
- (d) **Integral Fork Positioner/Side Shifter** - Complies? YES NO
Explanations
- 3.6 **Operator Station**
- (a) **Overhead Guard** - Complies? YES NO
Explanations
- (b) **Seat** - Complies? YES NO
Explanations
- (c) **Mirror(s)** - Complies? YES NO
Explanations
- 3.10 **Brake System** - Complies? YES NO
Explanations
- 3.11 **Steering** - Complies? YES NO
Explanations
- 3.12.1 **Lug Thread Tires** - Complies? YES NO
Explanations
- 3.14 **Instruments** - Complies? YES NO

Explanations

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

Explanations

(a) **Battery Capacity** kW hours - Battery Voltage

(b) **Battery Connectors** - Comply? YES NO

Explanations

(d) **Back-up Alarm** - Complies? YES NO

Explanations

(e) **Charger 550 V, 3 Phase** - Complies? YES NO

Explanations

3.16 **Lighting**

(a) **Reverse Movement Beacon** - Complies? YES NO

Explanations

3.20 **Identification** - Complies? YES NO

Explanations

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

Explanations

4.2.1 **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

4.2.2 **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

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

Explanations

**Technical Information Questionnaire for Forklift Sit
Down Rider, Electric Motor Driven**

BID SOLICITATION NUMBER

CONFIGURATION B

Completed By:

Company Name:

Manufacturer's Name:

Name of Representative:

Designation:

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

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

3.2.1 **Weather** - Vehicle operates between -35 and 37° C? YES NO

Explanations

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

Explanations

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

Explanations

3.3.2 **"E" Safety Rating** - Is Vehicle UL "E" Safety Rated? YES NO

Explanations

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

3.4.2 **Forklift Performance**

(a) **Lift Capacity** - Proof of Compliance provided? YES NO

Capacity with Side Shifter in use:

(b) **Lift Height** - Proof of Compliance provided? YES NO

(c) **Collapsed Height** - Proof of Compliance provided? YES NO

Collapsed Mast Height:

(d) **Free Lift** - Proof of Compliance provided? YES NO

Free Lift:

(e) **Overall Vehicle Height** - Proof of Compliance provided? YES NO

Height:

3.4.3 **Forklift Configuration** - Proof of Compliance provided YES NO

Number of Wheels:

3.5.1 **Application Equipment**

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

Explanations

(b) **Forks** - Comply? YES NO

Length:

(c) **Backrest** - Complies? YES NO

Explanations

(d) **Integral Fork Positioner/Side Shifter** - Complies? YES NO

Explanations

3.6 **Operator Station**

(a) **Overhead Guard** - Complies? YES NO

Explanations

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

Explanations

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

Explanations

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

Explanations

3.11 **Steering** - Complies? YES NO

Explanations

3.12 **Tires** - Comply? YES NO

Explanations

3.14 **Instruments** - Complies? YES NO

Explanations

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

Explanations

(a) **Battery Capacity** kW hours - Battery Voltage

(b) **Battery Connectors** - Comply? YES NO

Explanations

(d) **Back-up Alarm** - Complies? YES NO

Explanations

(e) **Charger 550 V, 3 Phase** - Complies? YES NO

Explanations

3.16 **Lighting**

(a) **Reverse Movement Beacon** - Complies? YES NO

Explanations

3.20 **Identification** - Complies? YES NO

Explanations

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

Explanations

4.2.1 **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

4.2.2 **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

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

Explanations