

**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**

<b>Title - Sujet</b> ARTICULATED FORKLIFTS	
<b>Solicitation No. - N° de l'invitation</b> W6399-14FA96/A	<b>Date</b> 2013-07-16
<b>Client Reference No. - N° de référence du client</b> W6399-14FA96	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-597-63098	
<b>File No. - N° de dossier</b> hs597.W6399-14FA96	<b>CCC No./N° CCC - FMS No./N° VME</b>
<b>Solicitation Closes - L'invitation prend fin</b> <b>at - à 02:00 PM</b> <b>on - le 2013-08-26</b>	
<b>Time Zone</b> Fuseau horaire Eastern Daylight Saving Time EDT	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input checked="" type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Bourassa, Chantal	<b>Buyer Id - Id de l'acheteur</b> hs597
<b>Telephone No. - N° de téléphone</b> (819) 956-6763 ( )	<b>FAX No. - N° de FAX</b> (819) 956-5227
<b>Destination - of Goods, Services, and Construction:</b> <b>Destination - des biens, services et construction:</b> See Herein	

**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

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

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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 five (5) articulated 4 x 4, diesel engine driven sit-down rider forklift truck for use in constricted areas and ancillary items including familiarization Instruction/Training in accordance with Purchase Description for fork lift truck, articulated, 4 x 4, diesel engine driven, dated 17 June 2013, and as described at Annex A - Pricing.

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement, the North American Free Trade Agreement, the Canada-Columbia Free Trade Agreement, the Canada-Peru Free Trade Agreement and the Agreement on Internal Trade.

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### **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.

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## 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 (2013-06-01) 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 and the Procurement Authority, 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.

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## **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 (1 hard copy)

Section IV: Additional Information (1 hard copy)

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (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 explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

#### **1. Substitutes and Alternatives**

Bidders may propose substitutes and alternatives where "shall<sup>(E)</sup>" is indicated in the technical requirement description (Purchase Description).

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1. Substitutes and alternatives that are equivalent in form, fit, function, quality 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 quality 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. The total amount of applicable taxes must be shown separately. Bidders should complete Annex A and submit it with their bid.

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## 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 and Applicable Taxes, 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

### 1. Certifications

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Bidders must submit the certifications required under Part 5.

## Section IV: Additional Information

### 1. Additional Information

Canada requests that bidders submit the following information:

#### 1.1 Delivery

##### 1.1.1 Firm Quantity

While delivery of the equipment/vehicle is requested **within 120 calendar days from contract award**, the best delivery that could be offered is as follows:

Item 001 – five (5) articulated 4x4 diesel engine driven sit-down rider forklifts and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

#### 1.2 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: \_\_\_\_\_

#### 1.3 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: \_\_\_\_\_

#### **1.4 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.

#### **1.5 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.

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## **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**

###### **1.1.1.1 Mandatory Proof of Compliance**

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

###### **1.1.1.2 Mandatory Technical Information Questionnaire**

Bidders must indicate, on the Technical Information Questionnaire, the Make and Model of the vehicle/equipment proposed and if Substitutes and/or Alternatives are proposed. The Technical Information Questionnaire(s) must be submitted with the bid.

###### **1.1.1.3 Substitutes and/or Alternatives**

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

#### **1.2 Financial Evaluation**

##### **1.2.1 Mandatory Financial Evaluation Criteria**

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

**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, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

### **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.

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## **PART 5 - CERTIFICATIONS**

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

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

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

### **1. Mandatory Certifications Required Precedent to Contract Award**

#### **1.1 Code of Conduct and Certifications - Related documentation**

By submitting a bid, the Bidder certifies that the Bidder and its affiliates are in compliance with the provisions as stated in Section 01 Code of Conduct and Certifications - Bid of Standard Instructions 2003. The related documentation therein required will assist Canada in confirming that the certifications are true.

#### **1.2 Federal Contractors Program for Employment Equity - Bid Certification**

By submitting a bid, the Bidder certifies that the Bidder, and any of the Bidder's members if the Bidder is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ([http://www.labour.gc.ca/eng/standards\\_equity/eq/emp/fcp/list/inelig.shtml](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)) available from Human Resources and Skills Development Canada (HRSDC) - Labour's website

Canada will have the right to declare a bid non-responsive if the Bidder, or any member of the Bidder if the Bidder is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of contract award.

### **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.

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## 2.1 Product Conformance

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

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

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Bidder's authorized representative signature

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Date

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## **PART 6 - SECURITY AND FINANCIAL REQUIREMENTS**

### **1. Security Requirement**

There is no security requirement associated with this bid solicitation.

### **2. Financial Capability**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
A9033T	Financial Capability	2012-07-16

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## 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 five (5) articulated 4x4 diesel engine driven sit-down rider forklift truck and ancillary items, including familiarization instruction/training, in accordance with the Purchase Description for fork lift truck, articulated, 4 x 4, diesel engine driven, dated 17 June 2013 and at Annex A - Pricing.

#### 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.

### 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 (2013-04-25), 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

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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 applicable to this Contract.

### **4. Term of Contract**

#### **4.1 Delivery Date**

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

#### **Firm Quantity**

Item 001 – five (5) articulated 4x4 diesel engine driven sit-down rider forklift truck and ancillary items must be delivered within **to be inserted by PWGSC** weeks/calendar days from the effective date of the contract.

### **5. Authorities**

#### **5.1 Contracting Authority**

The Contracting Authority for the Contract is:

Chantal Bourassa  
Supply Officer  
Public Works and Government Services Canada  
Acquisitions Branch  
LEFTD - HS Division  
Place du Portage, Phase III, 7B1  
Gatineau, Quebec K1A 0S5  
Telephone: 819-956-6763

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Facsimile: 819-956-5227

E-mail address: chantal.bourassa@pwgsc-tpsgc.gc.ca

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

## **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: \_\_\_\_\_

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

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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, and Applicable Taxes are extra.

## 6.2 SACC Manual Clauses

SACC Reference	Title	Date
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 Applicable Taxes 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 taxes payable as they were 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 (Item 001) 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 (2013-04-25) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Pricing;
- (d) Purchase Description for fork lift truck, articulated, 4 x 4, diesel engine driven, dated 17 June 2013;
- (e) The Contractor's bid dated **(to be inserted by PWGSC)** \_\_\_\_\_, as amended **(to be inserted by PWGSC)** \_\_\_\_\_.

## 11. SACC Manual Clauses (as applicable)

SACC Reference	Title	Date
A9006C	Defence Contract	2012-07-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2011-05-16
D5545C	ISO 9001:2008 Quality Management Systems - Requirements (QAC C)	2010-08-16
G1005C	Insurance	2008-05-12

## 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 its 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.

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#### **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 Applicable 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. 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.

#### **16. 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.

#### **17. 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:

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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 and the Procurement Authority, 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.

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## ANNEX A - PRICING

### **Item 001 – Articulated 4x4 diesel engine driven sit-down rider forklift truck (Firm Quantity)**

The Contractor must deliver five (5) articulated 4x4 diesel engine driven sit-down rider forklift trucks and ancillary items such as vehicle manuals, data summary, preventive maintenance replacement parts kit list, warranty letter(s), electrical system drawing, dimensional drawing, preventative maintenance replacement parts kit and special tools including familiarization instruction/training, in accordance with the attached Purchase Description for forklift truck, articulated, 4x4, diesel engine driven, dated 17 June 2013.

Firm lot price of \$\_\_\_\_\_ per vehicle/equipment Delivered Duty Paid in the National Capital Region, in accordance with Part 7 Basis of Payment.

Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_

### **Item 002 – 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, and Applicable Taxes extra.

**PURCHASE DESCRIPTION FOR  
FORK LIFT TRUCK, ARTICULATED, 4X4, DIESEL ENGINE DRIVEN**

**1.0 SCOPE**

**1.1 Scope**

This purchase description covers the requirements for an articulated, 4X4, diesel engine driven sit-down rider forklift truck for use in constricted areas.

**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<sup>(E)</sup>” are mandatory. The TA will consider substitutes or 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<sup>(E)</sup>”, 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;
- (c) “Proof of Compliance” is defined as an unaltered document, such as a brochure and/or technical literature and/or a third party test report provided by a nationally and/or internationally recognized testing facility and/or a report generated by a nationally and/or internationally recognized third party software. The document shall provide detailed information on each performance requirement and/or specification. Where a document submitted as Proof of Compliance does not cover all the performance requirements and/or specifications or when no such document is available or when modifications to the original equipment or customization are

required to achieve the performance requirements and/or specifications, a Certificate of Attestation (as a separate document) signed by a senior engineer representing the Original Equipment Manufacturer (OEM) detailing the modifications and how they meet the performance requirements and/or specifications shall be provided. The certificate shall detail all performance requirements and/or specifications required to substantiate compliance. One certificate can be provided for one or all performance requirements and/or specifications; and

- (d) The term "Quality Assurance Representative" is defined as the government officer responsible for ensuring that the contractor quality system, material and services supplied meet the contract requirement.

#### 1.4 Configuration Capability Table

The Forklift covered by this Purchase Description is represented in the following table showing required performance and dimensions by configuration with a clause reference.

CHARACTERISTIC	CLAUSE	UNITS	CONFIGURATION
SPACE ALLOWED	3.4.1(e)	cm	485
		in	194
LOAD CAPACITY	3.4.2(a)	kg	2045
		lbs	4,500
LOAD CENTRE	3.4.2(a)	cm	61
		in	24
LIFT HEIGHT	3.4.2(b)	cm	401
		in	158
COLLAPSED HEIGHT	3.4.2(c)	cm	218
		in	86
FREE LIFT	3.4.2(d)	cm	128
		in	51
OVERALL LENGTH	3.4.2(e)	cm	381
		in	150
OVERALL WIDTH	3.4.2(e)	cm	127
		in	50
FORK LENGTH	3.5.1(b)	cm	122
		in	48
SIDE SHIFT	3.5.1(d)	cm	20
		in	8
TURNING RADIUS	3.6	cm	330
		in	130
BATTERY CAPACITY	3.15(b)	CCA	850
ALTERNATOR OUTPUT	3.15(c)	Amps	90

## 2.0 **APPLICABLE DOCUMENTS**

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:

B335.1 Safety Standards for Powered Industrial Trucks  
Canadian Standards Association (CSA)  
178 Rexdale Blvd.

Rexdale, Ontario, M9W 1R3  
[www.csa.ca/Default.asp?language=English](http://www.csa.ca/Default.asp?language=English)

UL 558 Standards for Safety, Industrial Trucks, Internal Combustion Engine Powered  
Underwriters' Laboratories of Canada  
7 Crouse Road,  
Scarborough, Ontario, M1R 3A9  
[www.ulc.ca/](http://www.ulc.ca/)

SAE Handbook  
Society of Automotive Engineers Inc.  
400 Commonwealth Dr.  
Warrendale, PA, 15096  
[www.sae.org](http://www.sae.org)

### 3.0 **REQUIREMENTS**

#### 3.1 Standard Design

The forklift shall:

- (a) Be the latest model from a manufacturer who has demonstrated acceptability by manufacturing and selling this type and size class of forklift for at least five (5) years;
- (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).

#### 3.2 Operating Conditions

##### 3.2.1 Weather

The forklift shall operate under the extremes of weather conditions found in Canada in temperatures ranging from -35°C to +45°C in conditions including rain, snow, hail and freezing rain.

##### 3.2.2 Terrain

The forklift shall be:

- (a) Capable of operating on use-roughened concrete floors and deteriorated outdoor paved surfaces while being used stacking, un-stacking and moving general supplies in and around warehouses; and
- (b) Capable of being operated off-road (e.g. construction sites, open fields and dirt tracks) in terrain conditions including year round operations on snow, mud, sand and ice.

#### 3.3 Safety Standards

### 3.3.1 Noise Level

The forklift noise levels shall meet the requirements of legislation relative to Occupational Safety and Health both at the operator's station and exterior to the forklift.

### 3.3.2 Stability

The forklift stability shall<sup>(E)</sup> be in accordance with CSA B335.1.

### 3.3.3 Human Engineering and Safety

The forklift including all systems and components shall:

- (a) Be designed for easy performance of all maintenance and repair tasks with a minimum of special tools including:
  - i. A 95th percentile male or 5th percentile female is able to easily access all engine, drive train heating/cooling system, electrical and hydraulic components for preventive maintenance, removal and repair tasks; and
  - ii. Have access panels that are not permanently attached (i.e. no riveted plates);
- (b) Be safe and easy to use by a 95th percentile male or 5th percentile female under all operating conditions;
- (c) Have all entry and exit points equipped with handles and steps suitably positioned, to accommodate a 95th percentile male or a 5th percentile female under all operating conditions; and
- (d) Be equipped, where required for operator safety, with safety features such as warning and instruction plates, non-slip walking surfaces and heat shields.

### 3.3.4 "DS" Rating

The forklift shall be manufactured to meet the requirements of a "DS" Rating in accordance with Standard UL 558 including a diesel exhaust with a spark arresting device to permit explosives handling in an outdoor environment.

## 3.4 Performance

Performance shall be substantiated with Proof of compliance.

### 3.4.1 Vehicle Performance

The forklift shall:

- (a) Be four (4) wheel drive;
- (b) With Rated Capacity have a forward speed of at least 20 km/h (12 mph);
- (c) With Rated Capacity, be capable of climbing and descending slopes of 27%;
- (d) Be capable of traversing side slopes, on a compacted gravel surface, of 27% (unloaded) and 10% (full load);
- (e) Be capable of turning, without reversing, for entry into an ISO container as follows:
  - i. Between two rows of containers with a space between the container faces of no more than that given as "SPACE ALLOWED" in the Configuration Capability Table; and

- ii. The forklift is perpendicular to the door of the ISO container before the forks enter into the container;
- (f) With Rated Capacity be capable of entering into a 244 cm (96 inch) high ISO container with an internal height of 218 cm (86 inches) by negotiating a 20 cm (8 inch) high step into the container from a 10% upward slope without requiring a ramp.

### 3.4.2 Forklift Performance

The forklift 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 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 vehicle height at its highest point, or collapsed mast height in the vertical position, of no more than that given as "COLLAPSED HEIGHT" in the Configuration Capability Table;
- (d) A free lift of at least that given as "FREE LIFT" in the Configuration Capability Table;
- (e) An vehicle length of no more than that given as "OVERALL LENGTH" in the Configuration Capability Table, and a vehicle width of no more than that given as "OVERALL WIDTH" in the Configuration Capability Table;
- (f) Clearance under the mast of not less than 20 cm (8 inches); and
- (g) Approach and departure angles of not less than 17 degrees.

### 3.5 Equipment

#### 3.5.1 Application Equipment

Equipment/features below shall be provided:

- (a) Mast - A wide, see-through, telescopic hydraulic mast with a controlled tilt forward and backward compatible with the height of the mast;
- (b) Forks - Forks with a nominal length of that given as "FORK LENGTH" in the Configuration Capability Table as follows:
  - i. Individually adjustable from the centre of the carriage to the maximum allowed by the carriage;
  - ii. Have a positive means of being locked in selected positions;
  - iii. Have fork tips visible to the operator when the operator is in the normal operating position and the forks are on the ground; and
  - iv. Be shipped with Non-Destructive Test (NDT) certification documents;
- (c) Mast Lift Accumulator - A system to absorb impacts from tracks, potholes and other obstacles;
- (d) Side Shifter - The manufacturer's standard side shifter that is be capable of side shifting fully loaded forks simultaneously to either side of the centre by at least that given as "SIDE SHIFT" in the Configuration Capability Table;

- (e) Vandal Protection – Vandal protection including provision (Padlock hasps preferred) for locking doors, engine covers and filler caps;
- (f) Non-Skid Walking Surfaces - All walking surfaces covered with a coarse non-skid coating for operator safety; and
- (g) Filler Caps - Clearly/permanently identified filler caps by contents, e.g. "HYDRAULIC OIL ONLY" (preferably specific fluid i.e. "SAE 30").

### 3.5.2 Operator Station

The operator station shall include:

- (a) Cab - A fully enclosed pressurized, insulated, weatherproof and soundproof cab with consideration to the requirements of SAE J154 as follows:
  - i. Roll-Over protection in accordance with SAE J1040;
  - ii. Falling object protection in accordance with SAE J231;
  - iii. A heating, ventilation and air conditioning system conforming to SAE J1503, J169 and J381, that:
    - a. Cools the operator station from 49°C (120°F) dry bulb temperature to an average of not more than 25°C (77°F) within a period of 60 minutes from vehicle start-up as follows:
      - 1. A solar load equivalent to at least 68°C (155°F) applied to the roof area;
      - 2. The engine operated at no more than Original Manufacturer of Engine (OME) recommended fast idle speed; and
      - 3. Air conditioning units using ozone depleting refrigerants such as ChloroFluoroCarbons (CFCs), but may preferably use HydroFluoroCarbons (HFCs);
    - b. Heat the operator station from -40°C (-40°F) dry bulb temperature to an average of no less than 10°C (50°F) within a period of 60 minutes from vehicle start-up as follows:
      - 1. The coolant heater may be used for a maximum of thirty (30) minutes before the start ;
      - 2. The coolant heater not operated during the test unless the OME recommends otherwise; and
      - 3. The engine operated at no more than Original Manufacturer of Engine (OME) recommended fast idle speed;
    - c. Defrost and defog the windows sufficiently for the safe operation of the vehicle within 30 minutes of vehicle start-up from -40°C (-40°F) dry bulb temperature as follows:
      - 1. Safe operating means that the window areas (see SAE J381) are cleared when tested in accordance with the standard;
      - 2. The coolant heater may be used for a maximum of thirty (30) minutes before the start ;
      - 3. The coolant heater not operated during the test unless the OME recommends otherwise; and
      - 4. The engine operated at no more than Original Manufacturer of Engine (OME) recommended fast idle speed;
  - iv. Have a ceiling fan that creates air circulation into the cab when doors and windows are fully closed;

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- v. Have heat absorbing insulation on interior cab surfaces including headliners and door panels;
  - vi. A floor coated with a coarse grit anti-skid coating;
  - vii. An overhead guard to protect operator from minor impacts due to falling objects;
  - viii. Safety glass in windows providing all-around visibility and overhead load visibility, with a fully tinted front windshield;
  - ix. Windshield wipers for front and rear windows with two-speed wipers and windshield washers for each front wiper;
  - x. Two doors, or one door and at least one window, that may be quickly opened and removed as an operator emergency escape route as follows:
    - a. Emergency Exits visibly labeled; and
    - b. Doors have a mechanism to hold them open while operating;
  - xi. A manual hydraulic cab tilt to permit access to the hydraulic drives and traction components;
- (b) Suspension Seat - A padded, water resistant, pneumatic, height adjustable operator's seat in conformance with SAE J899 that is:
- i. Equipped with seat belts in accordance with SAE J386, Type I; and
  - ii. Horizontally and vertically adjustable by the operator without having to move from a seated position;
- (c) Tilt/Telescopic Steering Console - A fully user adjustable steering console that tilts upward/downward and telescopes outward/inward;
- (d) Mirror(s) - Adjustable interior rear view mirrors, one on each side of the cab, positioned to provide an unrestricted view of both sides of the forklift for safe reverse operations;
- (e) Radio - A radio, including an auxiliary jack that is powered on/off automatically when the engine is started/stopped.

### 3.6 Chassis

The forklift shall have an articulated chassis that shall be the manufacturers standard for a vehicle of this type and size. The turning radius shall be no more than that given as "TURNING RADIUS" in the Configuration Capability Table.

### 3.7 Fenders

Fenders shall be provided on all four wheels.

### 3.8 Engine

The engine shall be diesel powered, turbo-charged and have a minimum of 70 kW (94 bhp) @ 2600 RPM.

#### 3.8.1 Engine Components

Engine components shall be manufacturers standard and include the following:

- (a) A two stage dry type air cleaning system with a cyclonic pre-cleaner and a restriction gauge visible from the operator's station;
- (b) A muffler or exhaust system suitably located and/or shielded so that personnel working in and around the forklift will not contact a heated surface;

- (c) Weather guards to prevent entry of water into intake and exhaust stacks; and
- (d) A Lubricity filter as recommended by the OEM.

### 3.8.2 Fuel Tank(s)

The fuel tank(s) shall be the manufacturer's standard and are to 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 including:

- (a) Block Heater - 110-volt engine heater(s) with a capacity as recommended by the engine manufacturer or conforming to SAE Information Sheet J1310; and
- (b) Starting Aid - A low temperature starting aid as follows:
  - i. An ether injection system;
  - ii. Glow plug; or
  - iii. Intake air preheat system.

### 3.9 Transmission

The forklift shall have:

- (a) An infinitely variable forward and reverse hydrostatic, servo-controlled drive transmission with a front differential locking mechanism and an inching function;
- (b) A power train with a torque capacity exceeding the maximum applied engine torque; and
- (c) A transmission that does not engage when the parking brake is applied.

### 3.10 Brake System

The forklift shall be equipped with manufacturer's standard braking system, which shall<sup>(E)</sup> conform to CSA B335.1, as follows:

- (a) Service brakes that are hydraulically actuated and self-adjusting; and
- (b) Parking brake as follows:
  - i. Capable of holding the forklift with rated load on a 15% gradient in both forward and reverse directions; and
  - ii. Electrically controlled from the operator station and include an indicator light at the operator station that is lit when the brakes are engaged.

### 3.11 Steering

The forklift shall be equipped with manufacturer's standard steering system, which shall<sup>(E)</sup> conform to with CSA B335.1 as follows:

- (a) Have hydraulically boosted mechanical or full power steering;
- (b) Be directional forward steer and hand-wheel controlled, or have frame articulating steering.

### 3.12 Wheels, Rims and Tires

The wheels, tires and rims shall be tubeless radial tires with all-weather treads with a rated capacity of no less than that given as "LIFT CAPACITY" in the Configuration Capability Table.

### 3.13 Controls

Controls shall<sup>(E)</sup> conform to SAE J1814 including:

- (a) Have all controls in the operator's cab grouped to permit accessibility for quick and convenient operation, which shall<sup>(E)</sup> conform to SAE J898;
- (b) Not restrict the operator's field of view;
- (c) Be permanently marked to identify and demonstrate the function of each control lever or switch;
- (d) Be non-keyed with a safety device ensuring that the engine can only be started with the transmission in the neutral position;
- (e) Include instructions detailing operation of the engine, transmission and attachments permanently displayed in an appropriate location;
- (f) Have markings/instructions in English and French, or international symbols as defined by SAE J1362; and
- (g) Have throttle control that can be set/controlled by foot.

### 3.14 Instruments

Instruments shall<sup>(E)</sup>:

- (a) Be panel mounted in an easily readable location in front of the operator;
- (b) Minimize the use of tell-tale lamps;
- (c) Include
  - i. A charging indicator;
  - ii. An engine water temperature indicator;
  - iii. An engine oil pressure indicator;
  - iv. A fuel level gauge; and
  - v. A digital read-out hour-meter, which displays accumulated running time up to 9,999 hours.

### 3.15 Electrical System

The Electrical System shall:

- (a) Be 12-volt negative ground;
- (b) Have a battery conforming to SAE J537 with a total battery capacity at -28.9°C (-20°F) of at least that given as "BATTERY CAPACITY" in the Configuration Capability Table;
- (c) Have an alternator conforming to SAE Recommended Practice J180 with a total output of at least that given as "ALTERNATOR OUTPUT" in the Configuration Capability Table;

- (d) Include a 12 volt single pin slave starting circuit with an electrical connector/receptacle complete with protective cap (NSN 5935-01-097-9974) mounted in an accessible location near the starter motor or battery. This socket shall be accessible to a person at ground level outside the vehicle. Positive socket shall be connected to starter motor/battery terminal and body grounded;
- (e) Have a visual and/or auditory back-up alarm system that activates automatically when the forklift is shifted into reverse, to alert personnel that the forklift is in back-up mode;
- (f) Have a warning horn that is readily accessible to the operator;
- (g) Include a master disconnect switch mounted outside the cab, which shall disconnect all power to the vehicle's electrical system. The switch shall not incorporate a master relay into the system; and
- (h) Have bound wiring harnesses as follows:
  - i. Produced on a wiring loom with matching wire colour and/or numbering at each connection identical for ease of tracing and trouble-shooting;
  - ii. Incorporate waterproof quick connectors; and
  - iii. Use a single connector where multiple wires are connected at one location.

### 3.16 Lighting

The vehicle shall have the manufacturer's standard lights including:

- (a) Amber Colored Strobe Light – An amber coloured omni-directional beacon (equivalent to NSN 6220-01-546-4437) either on continuously or with a dash mounted control switch, preferably mounted on the cab roof;
- (b) Work Lights – Two (2) forward-facing and two (2) rear-facing adjustable work lights mounted on the cab and recessed or otherwise protected from damage; and
- (c) Miscellaneous Lights - Including head lights, dome light, stop lights and turn signal lights.

### 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 forklift shall<sup>(E)</sup> be serviced with the manufacturer's standard lubricants and hydraulic fluids with lubrication fittings that conform to the requirements of SAE J534.

### 3.19 Paint

The forklift shall<sup>(E)</sup> be painted using manufacturer's standard commercial colours as follows:

- (a) Yellow cab;
- (b) Frame portions in grey;
- (c) A prime coating of a high-durability, corrosion-resistant type; and
- (d) Epoxy type or baked powder coat outer finish.

### 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.

### 3.21 Vehicle Delivery Condition

The forklift 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.

## 4.0 **INTEGRATED LOGISTICS SUPPORT**

### 4.1 General

The Contractor is required to ensure that spare parts required to properly maintain and repair the forklift are available for purchase for a period of ten (10) years.

### 4.2 Documentation and Support Items

The Contractor shall provide the following documentation and support items:

- (a) Items with Each Vehicle - The following items with each vehicle:
  - i. Complete sets of manuals provided on CD/DVD-ROM without password(s), special installation requirements or requiring an Internet connection;
  - ii. Operator's Manual – A bilingual Operator's manual in paper format, or as two manuals in a single binder (one English, and one French), including:
    - a. Instructions for the safe operation of the forklift;
    - b. Daily operator maintenance instructions/checks (including lubrication);
    - c. Safety warnings; and
    - d. Hand signals (as required);
  - iii. Parts Manual – A Parts Manual in English (French translation is desirable) including:
    - a. Illustrations showing all components of the forklift including equipment and accessories from other manufacturers that is supplied against the requirements of the contract including numbers for the itemization of the parts;
    - b. A listing of all itemized manufacturer's parts from the illustrations showing the manufacturer's part name and number, and a brief description of the item; and
    - c. Cross-reference relating manufacturer part number to the correct illustration figure and item number and to the part number of the original component manufacturer and that manufacturer's code number (NCAGE);
  - iv. Maintenance (Shop Repair) Manual - A Maintenance (Shop Repair) Manual in English (French translation is desirable) including:
    - a. A trouble-shooting guide showing the steps and tests required to determine the exact cause of a problem and an explanation of what steps would be required to correct the problem(s);
    - b. A listing of the necessary tolerances, torque levels, and fluid volumes required; and
    - c. A description of the order of disassembly and assembly of the systems and components of the vehicle;

- v. Warranty Letter – A paper copy of the completed bilingual Warranty Letter with the forklift shipped in the approved format; and
- vi. Preventative Maintenance Replacement Parts Kit – A Preventative Maintenance Replacement Parts Kit including all items from the Preventative Maintenance Replacement Parts Kit List as approved by the TA.

#### 4.2.1 Documents Provided to Technical Authority

The Contractor shall provide the following documents to the TA:

- (a) Warranty Letter – An electronic copy of the warranty letter for each forklift;
- (b) Sample Manuals – A set of sample manuals, including all of the above manuals, delivered to the TA fifteen (15) working days before delivery of the forklift;
- (c) Electrical System Drawing - A complete vehicle electrical schematic including the Electrical System and the Lighting System with a list of all components;
- (d) Data Summary - A bilingual Data Summary for the forklift by completing TA's template with data and vehicle pictures as follows:
  - i. One left-front three-quarter view; and
  - ii. One right-rear three-quarter view;
- (e) Dimensional Drawing – A drawing in all three views that gives dimensions of vehicle components, sizes, etc. with the vehicle part number and manufacturer's name;
- (f) Preventive Maintenance Replacement Parts Kit List - A list of parts needed to perform preventive maintenance on the forklift for a six (6) month period including all filters and filter elements. The list will be reviewed, amended (if required) and approved by the TA. The following information is to be provided for each item on the list:
  - i. Part description;
  - ii. Original Equipment Manufacturer Part number;
  - iii. Suggested quantity; and
  - iv. Unit cost;
- (g) Special Tools - A list detailing the special tools required for the forklift that would not be included in a standard mechanic's toolbox, including special wrenches, extraction devices and diagnostic tools.

#### 4.3 Training

The Contractor shall conduct a one (1) day (8 hours) familiarization instruction for a maximum of eight (8) personnel, no later than one (1) month after delivery of the forklift. The instruction shall include the detailed operation and normal servicing of the forklift and shall be split into four (4) hour segments for operator familiarization and maintainer familiarization. The final dates are to be arranged with the TA.

**TECHNICAL INFORMATION QUESTIONNAIRE  
FORK LIFT TRUCK, ARTICULATED, 4X4, DIESEL ENGINE DRIVEN**

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

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

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

**BIDDER INFORMATION**

Bidder Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Substitutes/Alternatives**

Are any substitutes/alternatives offered as Equivalent?

Yes \_\_\_\_ No \_\_\_\_

**FORK LIFT TRUCK, ARTICULATED, 4X4, DIESEL ENGINE DRIVEN**

Make: \_\_\_\_\_

Model: \_\_\_\_\_

**SPECIFICATION PARAGRAPHS**

**3.3.4 “DS” Rating - Proof of Compliance**

"DS" rating in document \_\_\_\_\_ on page \_\_\_\_\_

**3.4.1 Vehicle Performance - Proof of Compliance**

- (a) Four (4) wheel drive in document \_\_\_\_\_ on page \_\_\_\_\_
- (b) Forward Speed in document \_\_\_\_ on page \_\_\_\_\_
- (c) Climbing and Descending Slopes in document \_\_ on page \_\_\_\_\_
- (d) Traversing Side Slopes (Full Load) in document . on page \_\_\_\_\_
- (d) Traversing Side Slopes (Unloaded) in document . on page \_\_\_\_\_
- (e) ISO Container Entry (Restricted Turn) in document \_\_\_\_\_ on page \_\_\_\_\_
- (f) ISO Container Entry (Height/Climb) in document \_\_\_\_\_ on page \_\_\_\_\_

**3.4.2 Forklift Performance - Proof of Compliance**

- (a) Lift Capacity in document \_\_\_\_\_ on page \_\_\_\_\_
- (a) Load Centre in document \_\_\_\_\_ on page \_\_\_\_\_
- (b) Lift Height in document \_\_\_\_\_ on page \_\_\_\_\_
- (c) Collapsed Height in document \_ on page \_\_\_\_\_
- (d) Free Lift in document on page \_\_\_\_\_
- (e) Overall Length in document \_\_\_\_ on page \_\_\_\_\_
- (e) Overall Width in document \_\_\_\_ on page \_\_\_\_\_
- (f) Clearance Under Mast in document on page \_\_\_\_\_
- (g) Approach Angle in document \_\_ on page \_\_\_\_\_
- (g) Departure Angle in document \_\_ on page \_\_\_\_\_

**3.5.1 Application Equipment - Proof of Compliance**

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(b) Fork Length in document \_\_\_\_\_ on page \_\_\_\_\_

(d) Side Shift in document \_\_\_\_\_ on page \_\_\_\_\_

**3.6 Chassis - Proof of Compliance**

Turning Radius in document \_\_\_\_\_ on page \_\_\_\_\_

**3.8.3 Engine Cold Weather Aids - Proof of Compliance**

(a) Block Heater in document \_\_\_\_\_ on page \_\_\_\_\_

(b) Starting Aid (Type) in document \_\_\_\_\_ on page \_\_\_\_\_

**3.12 Wheels, Rims and Tires - Proof of Compliance**

Lift Capacity (each) in document \_\_\_\_\_ on page \_\_\_\_\_

**3.15 Electrical System - Proof of Compliance**

(b) Battery Capacity in document \_\_\_\_\_ on page \_\_\_\_\_

(c) Alternator Output in document \_\_\_\_\_ on page \_\_\_\_\_