

**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> TRACKED EXCAVATORS	
<b>Solicitation No. - N° de l'invitation</b> W8476-144815/A	<b>Date</b> 2013-09-04
<b>Client Reference No. - N° de référence du client</b> W8476-144815	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-620-63424	
<b>File No. - N° de dossier</b> hs620.W8476-144815	<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 2013-10-15</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> 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> Shirwa, Marian	<b>Buyer Id - Id de l'acheteur</b> hs620
<b>Telephone No. - N° de téléphone</b> (819) 956-3994 ( )	<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>  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

<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/ 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, Annex B - Federal Contractors Program for Employment Equity - Certification, the purchase description, the technical information questionnaire.

### 2. Summary

The Department of National Defence has a requirement to purchase two (2) tracked excavators and ancillary items, including familiarization instruction/training, in accordance with the Purchase Description for Excavator, Tracked, DED, dated 2013-07-10, and as described at Annex A - Pricing.

The requirement includes an option to purchase up to two (2) tracked excavators and ancillary items to be exercised within twelve (12) months as indicated in the requisition) from the effective date of the contract.

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, the Canada-Panama Free Trade Agreement and the Agreement on Internal Trade.

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

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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

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restrict the level of competition nor favour a particular bidder will be given consideration provided they are submitted to the Contracting Authority at least seven (7) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

## **6. Environmental Considerations**

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

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

Bidders should submit, with their bid, the completed Technical Information Questionnaire for each configuration for which they are submitting a bid.

### 1. Substitutes and Alternatives

Bidders may propose substitutes and alternatives where "shall<sup>(E)</sup>" 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, 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. 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.

### 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.)

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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**

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 by February 14, 2014, the best delivery that could be offered is as follows:

Item 001:

one (1) tracked excavator (Configuration B) and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

one (1) tracked excavator (Configuration C) and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

###### **1.1.2 Optional Quantity**

The best delivery that could be offered is as follows:

Item 002:

If an option is exercised, one (1) tracked excavator (Configuration B) and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days.

If an option is exercised, one (1) tracked excavator (Configuration C) and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days.

#### **1.2 Supplier Contacts**

Name and telephone number of the person responsible for:

General enquiries

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

Telephone No. \_\_\_\_\_

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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.

#### Kingston, Ontario

Distance between the delivery location and the dealer and/or agent: \_\_\_\_\_ km  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone number: \_\_\_\_\_

#### Cold lake, Alberta

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. Mandatory Technical Evaluation Criteria

##### 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.

##### 1.1.2 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. Mandatory Financial Evaluation Criteria

**1.2.1.** Bidders must provide with their bid all financial information requested in the bid solicitation and at Annex A - Pricing for items 001, 002 and 004.

**1.2.2** The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for item 001 the firm quantity and FCA Free Carrier at Contractor's Canadian facility or the Contractor's Canadian Distribution Point, Incoterms 2000 for item 002 (optional quantity) and 004 (optional familiarization instruction/training), Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

##### 1.2.1.3 Aggregate Evaluated Price

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

- a) the firm lot prices for the firm quantity, the optional quantity and familiarization instruction/training (option) will be multiplied by their identified estimated quantities; and
- b) the sum of all results will determine the evaluated aggregate price.

### 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 per group of configurations 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.

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

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

### 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.

\_\_\_\_\_  
Bidder's authorized representative signature

\_\_\_\_\_  
Date

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## PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS

### 1. Security Requirement

There is no security requirement associated with this bid solicitation.

### 2. Financial Capability

**SACC Reference**  
A9033T

**Title**  
Financial Capability

**Date**  
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 two (2) tracked excavators and ancillary items, including familiarization instruction/training, in accordance with the Purchase Description for Excavator, Tracked, DED, dated 2013-07-10, and as described at Annex A - Pricing.

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

#### 1.1 Technical Changes, Substitutes and Alternatives

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

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

#### 1.2 Optional Goods and/or Services

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

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

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

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

### 2. Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada.

#### 2.1 General Conditions

2010A (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 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:

**Configuration B** : one (1) tracked excavator and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days from the effective date of the contract.

**Configuration C** : one (1) tracked excavator and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days from the effective date of the contract.

##### Optional Quantity

Item 002:

**Configuration B** : If the option is exercised, one (1) tracked excavator and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days after an option is exercised.

**Configuration C** : If the option is exercised, one (1) tracked excavator and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days after an option is exercised.

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## 5. Authorities

### 5.1 Contracting Authority

The Contracting Authority for the Contract is:

Marian Shirwa  
Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
LEFTD - HS Division  
Place du Portage, Phase III, 7B1  
Gatineau, Quebec K1A 0S5  
Telephone: 819-956-3994  
Facsimile: 819-956-5227  
E-mail address: marian.shirwa@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: \_\_\_\_\_

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

#### 5.4 Contractor's Representative

##### General enquiries

Name: To be inserted by PWGSC

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

##### Delivery follow-up

Name: To be inserted by PWGSC

Telephone No. \_\_\_\_\_

Facsimile No. \_\_\_\_\_

E-mail address: \_\_\_\_\_

#### 5.5 After Sales Service

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

##### Kingston, Ontario

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

Name:

Address:

Telephone Number:

##### Cold lake, Alberta

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

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid the firm price(s) specified in Annex "A" - Pricing, and as follows:

##### 6.1.1 Basis of Payment (BOP) Type 1

Firm lot 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.

##### 6.1.2 Basis of Payment (BOP) Type 2

Firm lot prices in Canadian dollars, FCA Free Carrier, Incoterms 2000 at Contractor's Canadian facility or Contractor's Canadian distribution point, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra.

**6.1.3 Basis of Payment (BOP) Type 3**

Price to be negotiated in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and applicable Taxes are extra. The transportation cost will be "negotiated" when Canada intends to exercise an option and has identified the applicable quantities and destinations. When requested by Canada, as a basis for negotiation, the Contractor must provide the transportation price(s) and relevant information.

**6.1.4 Basis of Payment (BOP) Type 4**

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

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

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

When requested by Canada, the Contractor must provide an estimated cost and relevant information for the travel and living.

**6.2 SACC Manual Clauses**

<b>SACC Reference</b>	<b>Title</b>	<b>Date</b>
C6000C	Limitation of Price	2011-05-16
H1001C	Multiple Payments	2008-05-12

**6.3 Exchange Rate/Payment on Delivery**

- 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.
- 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.
- 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.
- 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.
- Canada will have the right to audit any revision to costs and prices under this clause.

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## 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 (Items 001 to 002) 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.

## 8.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

## 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 Excavator, Tracked, DED, dated 2013-07-10 dated
- (e) Annex B - Federal Contractors program for employment equity - Certification
- (f) 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
A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Vehicle Safety	2011-05-16
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 or his representative is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or it's representative. Should any report, document, good or service not be in accordance with the requirements of the Purchase Description and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

## 13. Preparation for Delivery

1. The vehicle/equipment shall be serviced, adjusted and delivered in condition for immediate use. The interior and exterior must be cleaned before leaving the factory and being released to the inspection authority or consignee at the final delivery location.

2. All vehicles/equipment are to be delivered by appointment only. Any attempt by the carrier to deliver the vehicles/equipment without an appointment may be refused. When the carrier is required to return due to its failure to make an appointment for delivery, Canada will not be liable, to pay for any additional costs.

#### **14. Shipping Instructions - Delivery at Destination**

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (in accordance with Annex A - Pricing) 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 in Annex A - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

#### **15. Delivery and Unloading (firm quantity)**

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

#### **16. 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 ancillary 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. Tools and Loose Equipment**

For shipment verification, all items and tools, which are shipped loose with the vehicle/equipment must be listed on the Inspection Certificate (CF1280) or on an attached packing note.

#### **19. Assembly/Preparation at Delivery**

The Contractor must send a Service Representative to each delivery destination to perform the assembly/preparation on all vehicles/equipment delivered. The assembly/preparation must be performed at no additional cost to Canada

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## **20. Interchangeability**

Unless changes during the production run are authorized by the Contracting Authority, all vehicles/equipment supplied against any one item of a contract must be the same make and model, and all like assemblies, sub-assemblies and parts must be interchangeable.

## **21. Environmental Considerations**

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

The Contractor is requested to provide all correspondence including (but not limited to) documents and reports in electronic format unless otherwise specified by the Contracting Authority, the Technical Authority or 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 – Tracked Excavator (Firm Quantity)

The Contractor must deliver two (2) tracked excavators and ancillary items such as but not limited to vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letter(s) and Initial Parts Kits including familiarization instruction/training, in accordance with the attached Purchase Description for Excavator, Tracked, DED, dated 2013-07-10

#### Configuration B

one (1) tracked excavator and ancillary items must be delivered to:  
CFB Kingson, Kinston, Ontario  
(Complete address to be inserted by PWGSC at contract award)

\_\_\_\_\_  
\_\_\_\_\_

The contact person at destination is: (to be inserted by PWGSC)

Firm lot price of \$\_\_\_\_\_ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 7, Basis of Payment Type 1.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

#### Configuration C

one (1) tracked excavator and ancillary items must be delivered to:  
4 Wing Cold Lake, Cold Lake, Alberta  
(Complete address to be inserted by PWGSC at contract award)

\_\_\_\_\_  
\_\_\_\_\_

The contact person at destination is: (to be inserted by PWGSC).

Firm lot price of \$\_\_\_\_\_ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 7, Basis of Payment Type 1.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

### Item 002 – Tracked Excavator (Optional Quantity) -

If this option is exercised, the Contractor must deliver up to two (2) tracked excavators and ancillary items and ancillary items such as but not limited to vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letter(s) and Initial Parts Kits, excluding familiarization instruction/training, in accordance with the attached Purchase Description for Excavator, Tracked, DED, dated 2013-07-10.

#### Configuration B

Quantity: one (1) tracked excavator and ancillary items

Firm lot price of \$\_\_\_\_\_ per vehicle/equipment and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 2.

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Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

**Configuration C**

Quantity: one (1) tracked excavator and ancillary items

Firm lot price of \$\_\_\_\_\_ per vehicle/equipment and ancillary items, at Contractor's Canadian facility or Contractor's Canadian distribution point in accordance with Part 7, Basis of Payment Type 2.

Manufacturer: (to be inserted by PWGSC) Model: (to be inserted by PWGSC)

**Item 003 - Transportation Cost (Optional Quantities)**

If an option is exercised in accordance with item 002 above, the Contractor must deliver the vehicle/equipment to destination as follows:

Configuration (to be inserted by PWGSC if an option is exercised)

Quantity: (to be inserted by PWGSC if an option is exercised)

The tracked excavator and ancillary items must be delivered to:

(to be inserted by PWGSC if an option is exercised)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The contact person at destination is:(to be inserted by PWGSC if an option is exercised).

Negotiated price of \$(to be negotiated if an option is exercised) per vehicle/equipment, for transportation cost, Delivered Duty Paid (... named place of destination), in accordance with Part 7, Basis of Payment Type 3.

(Item 003 will not be included in the financial evaluation)

**Item 004 - Familiarization Instruction/Training (Option)**

If this option is exercised, the Contractor must provide up to two (2) familiarization instruction/training, in accordance with the attached Purchase Description for Excavator, Tracked, DED, dated 2013-07-10

**Configuration B**

Quantity: one (1)

Firm unit price of \$\_\_\_\_\_ in accordance with Part 7, Basis of Payment Type 2.

**Configuration C**

Quantity: one (1)

Firm unit price of \$\_\_\_\_\_ in accordance with Part 7, Basis of Payment Type 2.

**Item 005 - Travel and Living for Familiarization Instruction/Training (Option)**

The Contractor must deliver the familiarization instruction/training for Configuration (to be inserted by PWGSC if an option is exercised) to:

(to be inserted by PWGSC if an option is exercised)

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Estimated Cost: \$(to be inserted by PWGSC if an option is exercised) in accordance with Part 7, Basis of Payment Type 4.

(Item 005 will not be included in the financial evaluation)

**Item 006 – Extended Warranty Period**

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

(Item 006 will not be included in the financial evaluation)

## ANNEX B

### FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit HRSDC-Labour's website.

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

Complete both A and B.

A. Check only one of the following:

- A1. The Bidder certifies having no work force in Canada.
- A2. The Bidder certifies being a public sector employer.
- A3. The Bidder certifies being a federally regulated employer being subject to the Employment Equity Act.
- A4. The Bidder certifies having a combined work force in Canada of less than 100 employees (combined work force includes: permanent full-time, permanent part-time and temporary employees [temporary employees only includes those who have worked 12 weeks or more during a calendar year and who are not full-time students]).
- A5. The Bidder has a combined workforce in Canada of 100 or more employees; and
  - A5.1. The Bidder certifies already having a valid and current Agreement to Implement Employment Equity (AIEE) in place with HRSDC-Labour.

OR

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

B. Check only one of the following:

- B1. The Bidder is not a Joint Venture.

OR

- B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the

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Contracting Authority with a completed annex Federal Contractors Program for  
Employment Equity - Certification. (Refer to the Joint Venture section of the Standard  
Instructions)

2013-07-10



**NOTICE**

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

**AVIS**

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

**PURCHASE DESCRIPTION FOR  
EXCAVATOR, TRACKED, DED**

**1. SCOPE**

1.1 **Scope** - This purchase description covers the requirements for diesel engine driven self-propelled track mounted hydraulic excavators.

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

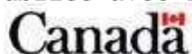
- (a) Requirements, which are identified by the word "**shall**", are mandatory. Deviations will not be permitted;
- (b) Requirements identified by "**shall**<sup>(B)</sup>" are mandatory. The Technical Authority will consider substitutes/alternatives for acceptance as an Equivalent;
- (c) Requirements 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**<sup>(B)</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; 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.

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OPI DSVPM 4 - DAVPS 4

Issued on Authority of the Chief of the Defence Staff

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



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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

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. Proof of Compliance *shall* be provided for all items and values listed in the Configuration Capability Table.

CHARACTERISTIC	CLAUSE	UNITS	CONFIGURATION	
			B	C
SPEED	3.4.1	km/h	5.0	5.0
4.5m LIFT	3.4.2 (a)	kg	6,800	9,200
6m LIFT		kg	4,500	5,900
7.5m LIFT		kg	3,200	4,200
REACH	3.4.2 (b)	mm	9,600	9,800
DIGGING DEPTH		mm	6,400	6,400
LOADING HEIGHT		mm	6,400	6,600
DIPPER FORCE	3.4.2 (c)	kN	100	125
BUCKET FORCE		kN	125	170
VEHICLE WIDTH	3.4.3 (a)	mm	3,400	3,400
VEHICLE LENGTH	3.4.3 (b)	mm	12,000	12,000
VEHICLE HEIGHT	3.4.3 (c)	mm	3,600	3,600

1.4.1 **Attachment/Equipment Capability Table** - The following table indicates dimensional and performance capabilities required. Proof of Compliance **shall** be provided for all **Requirements** and values listed in the Attachment/Equipment Capability Table.

Attachment/Equipment		CLAUSE	UNITS	Requirement	Configuration	
					B	C
750mm E-BUCKET	CAPACITY	3.5.2 (a)	m <sup>3</sup>	0.90	✓	✓
1200mm E-BUCKET	CAPACITY	3.5.2 (b)	m <sup>3</sup>	1.70	✓	✓
1500mm D-BUCKET	CAPACITY	3.5.2 (c)	m <sup>3</sup>	1.90	✓	✓
FROST TOOTH		3.5.2 (d)			✓	
CUTTER	WOOD DIAM	3.5.2 (f)	mm	450	✓	✓
	SWATH		mm	1,200		
MULCHING	WIDTH	3.5.2 (g)	mm	910	✓	
GRAPPLING HOOK	OPENING	3.5.2 (h)	mm	1,050		✓
BREAKER	ENERGY	3.5.2 (i)	J	6,750		✓
COMPACTOR	FORCE	3.5.2 (j)	kN	100		✓

## 2. **APPLICABLE DOCUMENTS**

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

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

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

PCSA Standards  
 Association of Equipment Manufacturers  
 111 E. Wisconsin Ave. - Suite 1000  
 Milwaukee, WI, 53202-4879  
<http://www.aem.org/>

## 3. **REQUIREMENTS**

### 3.1 **Standard Design**

- (a) The vehicle/equipment **shall** be the latest model from a manufacturer who has demonstrated acceptability by manufacturing and selling this type and size class of vehicle in North America for at least 1 year;
- (b) The vehicle/equipment **shall** have engineering certification available, upon demand, for this application from the original manufacturers of major equipment systems and assemblies;

- (c) The vehicle/equipment **shall** 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) The vehicle/equipment **shall** 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 -40 to 37° C (-40 to 99° F).

3.2.2 **Terrain** - The vehicle/equipment **shall** be capable of being operated off-road (e.g. construction sites, open fields and dirt tracks). Terrain conditions **shall** include year round operations on snow, mud, sand and ice.

### 3.3 Safety Standards

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

3.3.2 **Safety Requirements** - The excavator **shall** comply with PCSA Standards and relevant Canada Motor Vehicle Safety Standards.

3.4 **Performance** - Proof of compliance **shall** be provided for all performance requirements.

3.4.1 **Vehicle Performance** - The vehicle performance of the excavator **shall** have a forward speed of no less than that given in the Configuration Capability Table as "SPEED".

### 3.4.2 Excavator Performance

- (a) The excavator **shall** have lifting capacities at ground level through 360 degrees, in accordance with SAE Standard J1097 of:
  - i At least that given as "4.5m LIFT" in the Configuration Capability Table, at a nominal 4.5 metre radius;
  - ii At least that given as "6m LIFT" in the Configuration Capability Table, at a nominal 6 metre radius; and
  - iii At least that given as "7.5m LIFT" in the Configuration Capability Table, at a nominal 7.5 metre radius.
- (b) The excavator **shall** have digging and loading performance, in accordance with SAE J/ISO 7135 as follows:
  - i Reach at ground level of at least that given as "REACH" in the Configuration Capability Table;
  - ii A digging depth of at least that given as "DIGGING DEPTH" in the Configuration Capability Table; and

- iii A loading height of at least that given as "LOADING HEIGHT" in the Configuration Capability Table.
- (c) The excavator *shall* have digging forces, in accordance with **SAE Recommended Practice J1179** using the standard excavating bucket:
  - i Dipper stick force of at least that given as "DIPPER FORCE" in the Configuration Capability Table; and
  - ii Bucket tangential force of at least that given as "BUCKET FORCE" in the Configuration Capability Table.

### 3.4.3 Equipment Weight and Dimensions

- (a) The excavator *shall* have a width at the widest point of no more than that given as "VEHICLE WIDTH" in the Configuration Capability Table;
- (b) The excavator *shall* have a length, prepared for transport, of no more than that given as "VEHICLE LENGTH" in the Configuration Capability Table; and
- (c) The excavator *shall* have a height, prepared for transport, of no more than that given as "VEHICLE HEIGHT" in the Configuration Capability Table.

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

## 3.5 Equipment

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

- (a) Boom - A boom, either a single-piece boom or a two-piece boom;
- (b) Hydraulic Quick Coupler - A hydraulically actuated quick coupler system. The operator *shall* be able to change the boom tip equipment (except for hydraulic connections) from the operator's station;
- (c) High Flow Auxiliary Hydraulics - A High Flow Auxiliary Hydraulic connections at the tip of the excavator arm. Connections *shall* be quick-connect drip-less connectors. The hydraulic system *shall* be equipped with continuous service priority flow valve(s) to provide power to attachments provided with vehicle such as a cutting head;
- (d) Wrist Action - A hydraulic wrist action, which rotates the bucket at least 30 degrees to either side. Use of the wrist action will be limited to light work such as use with ditching buckets;
- (e) Vehicle Tie-Down Devices - Vehicle *shall* be equipped with permanent and integral vehicle tie-down devices.

- i The tie-down devices **shall** be designed for forward thrust of at least 4 G, a rearward thrust of at least 4 G, an upward thrust of at least 2 G and a side thrust of at least 1.5 G (1 G = shipping weight of the equipment), loads are not imposed simultaneously;
  - ii The tie-down devices **shall** be designed to withstand stresses imposed by thrust loads (all directions) with a factor of safety of at least 1.5 with respect to the ultimate strength of the material;
  - iii The tie-down devices **shall** be designed/located to prevent shifting or movement during transport on low-bed trailers, rail car and aboard ships;
  - iv The tie-down devices **shall** be located to permit easy attachment of cables or turnbuckles;
  - v The tie-down devices **shall** be identified and marked with maximum loads permitted. Markings **shall** be painted using a contrasting colour; and
  - vi The tie-down devices **shall** include complete tie down instructions showing locations. This information **shall** be shown in the Operators Manual and it is preferred that it is marked in the vehicle cab (in the form of decals).
- (f) **Lifting Attachments** - Lifting attachments, to lift the vehicle in travelling/operating position.
- i The lifting attachments **shall** be capable of carrying not less than 2-1/2 times normal load imposed on each individual attachment. Attachments points **shall** be permanently marked with maximum allowable load;
  - ii The lifting attachments **shall** have attachments positioned so lifting loads are in line with longitudinal axis of attachment eye;
  - iii The lifting attachments **shall** have attachment eyes with a nominal inside diameter of 75mm; and
  - iv The lifting attachments **shall** have complete diagrams and instructions (preferably in Operator's Manual) for lifting/securing vehicle on transportation medium including the basic vehicle's shipping weight.
- (g) **Recovery Hooks** - Towing hooks, loops, or a component with equivalent capability at the front and rear of the vehicle. Recovery hooks whose location is other than the vehicle chassis **shall** be approved by the Technical Authority;
- (h) **Non-Skid Walking Surfaces** - All walking surfaces **shall** be covered with a coarse non-skid coating for operator safety; and
- (i) **Debris Protection** - Debris Protection. The vehicle **shall** have the swing motor, control valves, heater, cab windows and fuel tank protected from

vandalism, accumulation of snow, ice, branches and debris.

### 3.5.2 Attachments/Equipment

- (a) 750mm Excavating Bucket - A 750mm wide excavating bucket *shall* be supplied when indicated in the Attachment/Equipment table. The excavating bucket *shall* have teeth and match the quick coupler system. The bucket *shall* have a nominal width of 750mm and a capacity of at least that given as "750mm E-BUCKET - CAPACITY" in the Attachment/Equipment Table;
- (b) 1200mm Excavating Bucket - A 1200mm wide excavating bucket *shall* be supplied when indicated in the Attachment/Equipment table. The excavating bucket *shall* have teeth and match the quick coupler system. The bucket *shall* have a nominal width of 1200mm and a capacity of at least that given as "1200mm E-BUCKET - CAPACITY" in the Attachment/Equipment Table;
- (c) 1500mm Ditching Bucket - A 1500mm wide ditching bucket *shall* be supplied when indicated in the Attachment/Equipment table. The ditching bucket *shall* have a have a bolt on reversible and replaceable cutting edge and *shall* match the quick coupler system. The ditching bucket *shall* have a nominal width of 1500mm and a capacity of at least that given as "1500mm D-BUCKET - WIDTH" in the Attachment Equipment Table;
- (d) Frost Tooth - A frost tooth designed to break through frozen ground matching the quick coupler system *shall* be supplied when indicated in the Attachment/Equipment Table. The frost tooth *shall* have a replaceable tip;
- (e) Hydraulic Thumb - A hydraulic thumb matching the supplied excavating bucket(s) and quick coupler system *shall* be provided;
- (f) Heavy-Duty Rotary Cutter - A heavy-duty horizontal mount rotary cutter used to cut/grind trees and stumps satisfying the safety criteria of SAE Recommended Practice J1001 *shall* be supplied when indicated in the Attachment/Equipment Table. The heavy-duty rotary cutter *shall* meet the following conditions:
  - i The heavy-duty rotary cutter *shall* have the blades covered and protected by a steel deck with safety chains or a Technical Authority Approved Equivalent;
  - ii The heavy-duty rotary cutter *shall* be able to cut/grind wood with a nominal diameter of that given as "CUTTER - WOOD DIAM" in the Attachment/Equipment Table; and
  - iii The heavy-duty rotary cutter *shall* have a cutting swath of no less than that given as "CUTTER - SWATH" in the Attachment/Equipment Table.
- (g) Mulching Attachment - A rotary drum mulching attachment suitable for clearing brush, small trees and ditches. The mulching attachment matching the quick coupler system supplied *shall* be supplied when indicated in the Attachment/Equipment Table. The mulching attachment *shall* meet the following conditions:

- i The mulching attachment *shall* be a rotary drum type with at least 18 carbide tipped cutting teeth appropriately sized for vehicle; and
  - ii The mulching attachment *shall* have a nominal cutting width of that given as "MULCHING - WIDTH" in the Attachment/Equipment Table.
- (h) **Grappling Hook** - A grappling hook attachment matching the quick coupler system *shall* be supplied when indicated in the Attachment/Equipment Table. The grappling hook *shall* open to a nominal width of that given as "GRAPPLING HOOK - OPENING" in the Attachment/Equipment Table;
- (i) **Hydraulic Breaker** - A hydraulic breaker attachment matching the quick coupler system *shall* be supplied when indicated in the Attachment/Equipment Table. The hydraulic breaker *shall* have a breaking energy of at least that given as "BREAKER - ENERGY" in the Attachment/Equipment Table; and
- (j) **Plate Compactor** - A plate compactor, compatible with quick connect using auxiliary hydraulic power *shall* be supplied when indicated in the Attachment/Equipment Table. The plate compactor *shall* have a compacting force of at least that given as "COMPACTOR - FORCE" in the Attachment/Equipment Table.

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

- (a) **ROPS Cab** - A weatherproof pressurized, insulated cab incorporating Roll Over Protective Structure, which *shall*<sup>(B)</sup> conform to SAE J1040 or ISO 3471.
- i The cab *shall* have a ventilation and defrosting system capable of keeping windows free from frost and moisture and include a heater conforming to SAE J1503 and SAE J169 or conforming to ISO 10263-4;
  - ii The cab *shall* have safety glass in windows. It is preferred the glass be tinted to reduce solar heating load;
  - iii The cab *shall* have windshield wipers on the front and rear windows conforming to SAE J198 including a windshield washer for each wiper; and
  - iv The cab *shall* have two lockable doors, or one door and at least visibly labelled one window as an emergency operator escape route.
- (b) **Suspension Seat** - An operator's air suspension seat and backrest in conformance with SAE J899 or in conformance with ISO 11112:1995 and ISO 7096. The seat *shall* be selected to be comfortable for an operator who may be operating the vehicle for extremely long periods and *shall*<sup>(B)</sup> have seat material being a breathable fabric or a mesh surface.
- i The seat *shall* be equipped with seat belts, conforming to with SAE J386 , Type 1 or ISO 6683; and

- ii The seat **shall** be horizontally and vertically adjustable while in a seated position.
  - (c) **Mirror(s)** - Adjustable rear-view mirrors positioned for safe reverse operation. If exterior mirrors are used, they **shall** be heated with separate dashboard switch. It is preferred that the non-reflective surface of the mirror be flat black. It is preferred that mirrors be a split type with at least 25 percent convex or fully convex;
  - (d) **Rear View Camera** - A rear view camera **shall** be installed on the excavator. The camera image **shall** be displayed on a LCD screen mounted in the cab of the excavator.
  - (e) **Radio** - An AM/FM radio which turns off automatically when the vehicle is not in service **shall** be provided. It is preferred that the radio system includes a CD player and an auxiliary input connection;
  - (f) **Air Conditioner** - An air conditioning system conforming to SAE J1503 and SAE J169 or conforming to ISO 10263-4 **shall** be provided. Air conditioning units **shall** not use ozone depleting refrigerants such as CFCs (ChloroFluoroCarbons) but preferably use HFCs (Hydro FluoroCarbons); and
  - (g) **Window Guards** - The windshield and windows **shall** be protected with removable window guards. The guards **shall** provide protection to the operator's station from debris during use of rotary cutter, mulching attachments and similar activities.
- 3.7 **Chassis** - The vehicle chassis **shall** be the manufacturers standard for a vehicle of this type and size.
- 3.8 **Engine** - The engine **shall** be diesel powered.
- 3.8.1 **Engine Components** - Engine components **shall** be manufacturers standard.
- 3.8.2 **Fuel Tank(s)** - The fuel tank(s) **shall** be the manufacturer's standard. The fuel tank(s) **shall** be at least half full when delivered.
- 3.8.3 **Engine Cold Weather Aids** - The engine **shall** be equipped with cold weather aids to enable the engine (operating with winter grade fuels/oils) to be started at temperatures down to -40° C.
- (a) A 110-volt engine heater(s). The vehicle **shall** be fitted a 110-volt engine heater(s). The heater(s) **shall** have a capacity as recommended by the engine manufacturer or conforming to SAE Information Sheet J1310; and
  - (b) A low temperature starting aid. The engine **shall** have one of the following: an ether injection system, glow plug(s) or intake air preheat system.
- 3.8.4 **Fuel-Fired Pre-Heater** - The fuel-fired pre-heater **shall** be the size recommended by the heater manufacturer. The model **shall** be subject to Technical Authority approval.
- 3.9 **Transmission** - The transmission **shall** be the manufacturer's standard, which **shall**<sup>(B)</sup> be power shift, power shuttle or hydrostatic.

- 3.10 **Braking System** - The braking system **shall** be the manufacturer's standard, which **shall**<sup>(B)</sup> conform to SAE J/ISO 10265.
- 3.11 **Steering** - The vehicle **shall** be equipped with manufacturer's standard steering system.
- 3.12 **Suspension and Tracks**
- (a) The vehicle **shall** have triple grouser extreme duty track shoes;
  - (b) The vehicle **shall** have track shoes with a nominal width of 800mm; and
  - (c) The vehicle **shall** be equipped with rock guards spanning the length of the track.
- 3.13 **Controls** - Controls **shall** be manufacturer's standard joystick controls including a safety device ensuring that engine can only be started with the transmission in a neutral position and a throttle control positioned for convenient operation.
- 3.14 **Instruments** - Instruments **shall** be manufacturer's standard including a digital read-out hour-meter, which displays accumulated running time up to 9,999 hours.
- 3.15 **Electrical System** - The vehicle electrical system **shall** be the manufacturer's standard electrical system, which **shall** include:
- (a) **Solar Battery Charging System** - The Battery Solar Charging System **shall**<sup>(B)</sup> be equivalent to a NSN 6130-01-487-0035. The solar charger panel **shall** be roof mounted. The contractor **shall** have Solar Battery Charging System location/wiring approved by the Technical Authority prior to installation.
- 3.16 **Lighting** - The vehicle **shall** have the manufacturer's standard lights, LED where the manufacturer offers the option commercially. The lighting system **shall** include:
- (a) **Amber Coloured Strobe Light** - Amber coloured omni-directional strobe light(s) either on continuously or with a dash mounted control switch **shall** be provided. The strobe light(s) **shall** provide maximum vehicle visibility; and
  - (b) **Working Lights** - Additional forward and rearward facing working lights for no/low light working conditions **shall** be provided. The working lights **shall** be LED where the manufacturer offers the option commercially.
- 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**<sup>(B)</sup> be serviced with the manufacturer's standard non-proprietary synthetic lubricants and hydraulic

fluids. The fluids **shall** perform without degradation in all conditions outlined in section 3.2.1.

3.18.1 **Automatic Greasing System** - The vehicle **shall** be equipped with an Automatic Greasing System, which **shall** automatically provide grease to the majority of the greasing points, which **shall** include the quick coupler. The greasing system **shall** include a telltale light indicating that the system is functioning and a low grease level alarm in the operator's station.

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**<sup>(B)</sup> be epoxy type or baked powder coat.

3.20 **Identification** - The following information **shall** be permanently marked in a conspicuous and protected location:

- (a) Manufacturer's name, model and serial number; and
- (b) Manufacturer's Vehicle Identification Number (VIN), where applicable.

4. **Integrated Logistic Support** - The Contractor is required to ensure that spare parts required to conduct maintenance and repair vehicles are available for purchase for a period of a least 10 years.

4.1 **Documentation and Support Items** - The Contractor **shall** provide the following documentation and support items.

4.1.1 **Items with Each Vehicle** - The Contractor **shall** provide the following items with each vehicle:

- (a) **Vehicle Manuals** - Manuals required for safe operation, maintenance and repair of the vehicle. A complete set of manuals **shall** be provided on CD/DVD-ROM (without requirements for password(s), special installation requirements or internet connection) and in paper format. The Vehicle Manuals **shall** include:
  - i **Operator's Manuals** - Operator's manuals in a combined bilingual format or as two (2) individual manuals (one English, and one French) in the same binder;
  - 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).
- (b) **Warranty Letter** - A paper copy of the completed bilingual Warranty Letter in the approved format provided with each vehicle shipped. Designated warranty providers **shall** honour the warranty letter.
- (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.
- (d) **Keys** - Four (4) complete sets of keys to operate the vehicle and any locks **shall** be supplied.

4.1.2 **Documents Provided to Technical Authority** - Example documents are available from the Technical Authority. The Contractor **shall** provide the following documents to the Technical Authority prior to vehicle delivery:

- (a) **Data Summary** - A bilingual Data Summary for each make/model/configuration by completing Technical Authority's template with data and a vehicle picture;
- (b) **Sample Manuals** - A set of Sample Manuals in digital and paper format, including the Operator, Parts and Maintenance Manuals. The sample manuals **shall** be delivered to the Technical Authority 30 working days before delivery of vehicles. Sample manuals will not be returned. The Technical Authority will provide manual approval or comments within 30 days;
- (c) **Copy of Warranty Letter** - The Contractor **shall** send a copy of the Warranty Letter, in electronic format, to the Technical Authority for each vehicle;
- (d) **Photographs** - Two (2) digital pictures, one left-front three-quarter view, and one right-rear three-quarter view of each make/model/configuration. The pictures **shall** have an uncluttered background. Pictures **shall** have a size of at least 4 Mega pixels; and
- (e) **Material Safety Data Sheets** - The contractor **shall** provide a listing of all hazardous materials used in the fabrication of the product supplied to the Technical Authority, if there are no hazardous materials used, this **shall** be noted on the listing. The contractor **shall** provide Material Safety Data Sheets for all the hazardous materials used in the fabrication of the product supplied.

4.2 **Training** - The Contractor **shall** perform the following training:

- (a) **Training - Maintenance Personnel** - The Contractor **shall** provide a maintenance/repair training course. The course **shall** be given at the destination or contractor's facilities for a minimum duration of one (1) day to provide training of up to eight (8) maintenance personnel. Training **shall** be available in both official languages for destinations in the province of Quebec or when requested by the Technical Authority. The final dates **shall** be arranged with the Technical Authority. After completion of the course the Contractor **shall** have a "**PROOF OF MAINTAINER TRAINING**" certificate signed by a Crown Representative for the destination. The Technical Authority will supply this document in an electronic format. The course curriculum **shall** include:
  - i Operation and maintenance safety precautions;
  - ii Preventive maintenance including servicing schedules (10 % of classroom time);
  - iii Trouble shooting, testing and adjustments (70 % of classroom time); and
  - iv Special tools and test equipment.

(b) **Training - Operators** - The Contractor *shall* provide an operator training course. The course *shall* be given at the destination or contractor's facilities for a minimum duration of two (2) days to provide training for up to six (6) DND operators. Training *shall* be available in both official languages for destinations in the province of Quebec and when requested by the Crown. The final dates *shall* be arranged with the Technical Authority. After completion of the course the Contractor *shall* have a "PROOF OF OPERATOR TRAINING" certificate signed by a Crown Representative for the destination. The Technical Authority will supply this document in an electronic format. The course curriculum *shall* include:

- i Safety precautions to be observed while operating and servicing the vehicle;
- ii Vehicle/equipment operating characteristics;
- iii Vehicle/equipment operating procedures;
- iv Pre-operating and pre-shutdown procedures;
- v Daily/weekly operator servicing procedures; and
- vi A minimum of two (2) hours practical operating experience per operator.

2013-07-10



**NOTICE**

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

**AVIS**

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

**TECHNICAL INFORMATION QUESTIONNAIRE**

**REF - EXCAVATOR, TRACKED, DED  
CONFIGURATIONS B & C**

This questionnaire covers technical information, which **shall** be provided for evaluation of the configuration(s) of the vehicle(s) offered.

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

Bidders should indicate the requested information and indicate the document name/title and page number where the Proof of Compliance can be found.

Definitions for **Equivalent** and **Proof of Compliance** are found in the DEFINITIONS section at the end of this document.

**CONTRACTOR INFORMATION**

Contractor Name \_\_\_\_\_

Address \_\_\_\_\_

Proposal Date \_\_\_\_\_

**Substitutes/Alternatives**

Please identify all equipment substitutes/alternatives offered as **Equivalents** below:

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**OPI DSVPM 4 - DAPVS 4**

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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**Configuration B****CAPABILITY COMPLIANCE TABLE**

CLAUSE	CHARACTERISTIC	VALUE	UNIT	DOCUMENT TITLE	PAGE
3.4.1	SPEED		km/h		
3.4.2 (a)	4.5m LIFT		kg		
	6m LIFT		kg		
	7.5m LIFT		kg		
3.4.2 (b)	REACH		mm		
	DIGGING DEPTH		mm		
	LOADING HEIGHT		mm		
3.4.2 (c)	DIPPER FORCE		kN		
	BUCKET FORCE		kN		
3.4.3 (a)	VEHICLE WIDTH		mm		
3.4.3 (b)	VEHICLE LENGTH		mm		
3.4.3 (c)	VEHICLE HEIGHT		mm		

**ATTACHMENT/EQUIPMENT COMPLIANCE TABLE**

CLAUSE	CHARACTERISTIC		VALUE	UNIT	DOCUMENT TITLE	PAGE
3.5.2 (a)	750mm E-BUCKET	CAPACITY		m <sup>3</sup>		
3.5.2 (b)	1200mm E-BUCKET	CAPACITY		m <sup>3</sup>		
3.5.2 (c)	1500mm D-BUCKET	CAPACITY		m <sup>3</sup>		
3.5.2 (f)	CUTTER	WOOD DIAM		mm		
		SWATH		mm		
3.5.2 (g)	MULCHING	WIDTH		mm		

**VEHICLE CONFIGURATION:**

Please provide the following information to aid in the evaluation of proof of compliance documentation.

**Boom Length** \_\_\_\_\_ **- Arm Length** \_\_\_\_\_

**Configuration C****CAPABILITY COMPLIANCE TABLE**

CLAUSE	CHARACTERISTIC	VALUE	UNIT	DOCUMENT TITLE	PAGE
3.4.1	SPEED		km/h		
3.4.2 (a)	4.5m LIFT		kg		
	6m LIFT		kg		
	7.5m LIFT		kg		
3.4.2 (b)	REACH		mm		
	DIGGING DEPTH		mm		
	LOADING HEIGHT		mm		
3.4.2 (c)	DIPPER FORCE		kN		
	BUCKET FORCE		kN		
3.4.3 (a)	VEHICLE WIDTH		mm		
3.4.3 (b)	VEHICLE LENGTH		mm		
3.4.3 (c)	VEHICLE HEIGHT		mm		

**ATTACHMENT/EQUIPMENT COMPLIANCE TABLE**

CLAUSE	CHARACTERISTIC		VALUE	UNIT	DOCUMENT TITLE	PAGE
3.5.2 (a)	750mm E-BUCKET	CAPACITY		m <sup>3</sup>		
3.5.2 (b)	1200mm E-BUCKET	CAPACITY		m <sup>3</sup>		
3.5.2 (c)	1500mm D-BUCKET	CAPACITY		m <sup>3</sup>		
3.5.2 (f)	CUTTER	WOOD DIAM		mm		
		SWATH		mm		
3.5.2 (h)	GRAPPLING HOOK	OPENING		mm		
3.5.2 (i)	BREAKER	ENERGY		J		
3.5.2 (j)	COMPACTOR	FORCE		kN		

**VEHICLE CONFIGURATION:**

Please provide the following information to aid in the evaluation of proof of compliance documentation.

Boom Length \_\_\_\_\_ - Arm Length \_\_\_\_\_

**DEFINITIONS**

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

- a) "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.
  
- b) "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.