

RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
**Bid Receiving Public Works and Government
Services Canada/Réception des soumissions
Travaux publics et Services gouvernementaux
Canada**
Pacific Region
401 - 1230 Government Street
Victoria, B.C.
V8W 3X4
Bid Fax: (250) 363-3344

REQUEST FOR PROPOSAL DEMANDE DE PROPOSITION

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

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

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

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

Comments - Commentaires

Title - Sujet REPLACE LMI SYSTEMS	
Solicitation No. - N° de l'invitation W2B03-140012/A	Date 2014-01-09
Client Reference No. - N° de référence du client W2B03-140012	
GETS Reference No. - N° de référence de SEAG PW-\$VIC-246-6403	
File No. - N° de dossier VIC-3-36161 (246)	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2014-02-19	Time Zone Fuseau horaire Pacific Standard Time PST
F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Kobenter, Hélène	Buyer Id - Id de l'acheteur vic246
Telephone No. - N° de téléphone (250) 363-3404 ()	FAX No. - N° de FAX (250) 363-3344
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF NATIONAL DEFENCE CFB Esquimalt Fleet Maintenance Facility VICTORIA British Columbia V9A7N2 Canada	

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

Public Works and Government Services Canada - Pacific
Region
401 - 1230 Government Street
Victoria, B. C.
V8W 3X4

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

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PART 1 - GENERAL INFORMATION

1. Security Requirement

There is no security requirement associated with this bid solicitation.

2. Requirement

The requirement is detailed under Article 2 of the resulting contract clauses.

3. Debriefings

Bidders may request a debriefing on the results of the bid solicitation process. Bidders should make the request to the Contracting Authority within 15 working days of receipt of the results of the bid solicitation process. The debriefing may be in writing, by telephone or in person.

PART 2 - BIDDER INSTRUCTIONS

1. Standard Instructions, Clauses and Conditions

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

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

The 2003 (2013-06-01) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part 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. Former Public Servant - Competitive Requirements

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts with FPS, bidders must provide the information required below before contract award. If the answer to the questions and, as applicable the information required have not been received by the time the evaluation of bids is completed, Canada will inform the Bidder of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the bid non-responsive.

Definitions

For the purposes of this clause, "*former public servant*" is any former member of a department as defined in the *Financial Administration Act*, R.S., 1985, c.. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or

- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the Public Service Superannuation Act (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the Supplementary Retirement Benefits Act, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the Canadian Forces Superannuation Act, R.S., 1985, c. C-17, the Defence Services Pension Continuation Act, 1970, c. D-3, the Royal Canadian Mounted Police Pension Continuation Act, 1970, c. R-10, and the Royal Canadian Mounted Police Superannuation Act, R.S., 1985, c. R-11, the Members of Parliament Retiring Allowances Act, R.S., 1985, c. M-5, and that portion of pension payable to the Canada Pension Plan Act, R.S., 1985, c. C-8.

Former Public Servant in Receipt of a Pension

As per the above definitions, is the Bidder a FPS in receipt of a pension? NO [] YES []

If so, the Bidder must provide the following information, for all FPS in receipt of a pension, as applicable:

- name of former public servant;
- date of termination of employment or retirement from the Public Service.

By providing this information, Bidders agree that the successful Bidder's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with Contracting Policy Notice: 2012-2 and the Guidelines on the Proactive Disclosure of Contracts.

Work Force Adjustment Directive

Is the Bidder a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive? NO [] YES []

If so, the Bidder must provide the following information:

- name of former public servant;
- conditions of the lump sum payment incentive;
- date of termination of employment;
- amount of lump sum payment;
- rate of pay on which lump sum payment is based;
- period of lump sum payment including start date, end date and number of weeks;
- number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

4. Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than fifteen (15) 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.

5. Improvement of Requirement During Solicitation Period

Should bidders consider that the specifications or Statement of Work 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 fifteen (15) calendar days before the bid closing date. Canada will have the right to accept or reject any or all suggestions.

6. Applicable Laws

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

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.

7. Optional Site Visit

It is recommended that the Bidder or a representative of the Bidder visit the work site. Arrangements have been made for a tour of the work site. **The site visit will be held on Wednesday January 29, 2014 at 10:00AM Pacific Standard Time (PST) at the Work Point Barracks of CFB Esquimalt located at the South end of Macaulay Street, Esquimalt BC. Bidders are requested to communicate with the Contracting Authority by no later than Friday January 24, 2014 at 2:30PM PST to confirm attendance and provide the name(s) of the person(s) who will attend. Failure to confirm attendance by the specified date and time will result in a bidder not being granted access to the site visit.** Bidders may be requested to sign an attendance form. Bidders who do not attend or send a representative will not be given an alternative appointment but they will not be precluded from submitting a bid. Any clarifications or changes to the bid solicitation resulting from the site visit will be included as an amendment to the bid solicitation.

PART 3 - BID PREPARATION INSTRUCTIONS

1. Bid Preparation Instructions

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

Section I: Technical Bid (One (1) hard copy)

Section II: Financial Bid (One (1) hard copy)

Section III: Certifications (One (1) hard copy)

Prices must appear in the financial bid only. No prices must be indicated in any other section of the bid.

It is the responsibility of the Bidder to ensure that all addenda issued prior to solicitation closing have been obtained and addressed in the submitted bid.

Bidders intending to submit bids should obtain solicitation documents from the Government Electronic Tendering System (GETS) at <https://buyandsell.gc.ca/procurement-data/tenders>. Addenda, when issued, will be available on GETS. Bidders basing their submissions on solicitation documents obtained from other sources do so at their own risk.

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 must explain and demonstrate how they propose to meet the requirements and how they will carry out the work detailed in Annex A.

I.1 Mandatory Technical Criteria

See PART 4, Section 1.1.1 of the bid solicitation.

Section II: Financial Bid

Bidders must submit their financial bid in accordance with the Basis of Payment at Annex B. The total amount of Applicable Taxes must be shown separately.

II.1 Mandatory Financial Criteria

See PART 4, Section 1.2.1 of the bid solicitation.

II.2 Exchange Rate Fluctuation

The requirement does not provide for exchange rate fluctuation protection. Any request for exchange rate fluctuation protection will not be considered and will render the bid non-responsive.

Section III: Certifications

Bidders must submit the certifications required under Part 5.

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 Criteria

- a) The Bidder's technical bid must demonstrate compliance with the requirement and instructions detailed at Annex A; and
- b) The Bidder must complete and submit with its bid all certifications requested under Annex D, paragraph 2.2; and
- c) The Bidder must sign and return a copy of page 1 of the solicitation document, including all addenda issued prior to solicitation closing date, to confirm its agreement with all terms and conditions of the bid solicitation.

Failure to meet any of the above instructions and mandatory technical evaluation criteria will result in the Bidder's bid being declared non-responsive and given no further consideration.

1.2 Financial Evaluation

1.2.1 Mandatory Financial Criteria

- a) Bidders must submit their financial bid using the financial evaluation table and instructions provided at Annex B - Basis of Payment. The total amount of Applicable Taxes must be shown separately.
- b) Bidders must submit firm prices and/or rates for all services (Items B.1 through B.4) detailed in the financial evaluation table. A financial bid addressing only a portion of the requirement will be declared non-responsive.

Failure to meet any of the above instructions and mandatory financial evaluation criteria will result in the Bidder's bid being declared non-responsive and given no further consideration.

1.2.2 Evaluation of Price

The price of the bid will be evaluated in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP) Victoria BC Canada V9A 7N2, Shipping charges, Canadian customs duties and excise taxes included.

2. Basis of Selection – Mandatory Technical and Financial Criteria

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 price at Line B.5 of Annex B – Basis of Payment will be recommended for award of a contract.

PART 5 - CERTIFICATIONS

See annex D

PART 6 - RESULTING CONTRACT CLAUSES

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

1. Security Requirement

There is no security requirement applicable to this Contract.

2. Requirement

To replace Load Moment Indicators (LMI) system on two (2) Mobile Arva Crane Crane Model AT3033MII for the Department of National Defence, Base Logistics, Transportation and Electrical Mechanical Engineering, Canadian Forces Base Esquimalt, Victoria BC Canada V9A 7N2 in accordance with the requirement detailed in Annex A.

3. 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.

3.1 General Conditions

2010A (2013-04-25), General Conditions – Goods (Medium Complexity), apply to and form part of the Contract.

3.2 Warranty - Contractor responsible for all costs

Section 09 entitled "Warranty" of general conditions 2010A is amended by deleting subsection 2 in its entirety and replacing it with the following:

2. 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.

All other provisions of the warranty section remain in effect.

3.3 Supplemental Conditions

4001 (2013-01-28) Supplemental Conditions - Hardware Purchase, Lease and Maintenance, apply to and form part of the Contract.

4. Term of Contract

4.1 Delivery Date (MANDATORY)

See Annex A - Requirement

5. Authorities

5.1 Contracting Authority

The Contracting Authority for the Contract is:

Hélène Kobenter
Procurement Officer
Public Works and Government Services Canada
1230 Government Street, Suite 401
Victoria, British Columbia Canada V8W 3X4
Telephone: (250) 363-3404
E-mail: Helene.Kobenter@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 Technical Authority

The Technical Authority for the Contract is: *(Inserted at time of contract award)*

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

5.3 Contractor's Representative *(As specified in the Bidder's bid)*

Name: _____

Title: _____

Organization: _____

Address: _____

Telephone: ____ - ____ - ____

Facsimile: ____ - ____ - ____

E-mail address: _____

6. Proactive Disclosure of Contracts with Former Public Servants *(if applicable)*

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

7. Payment

7.1 Basis of Payment

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid firm lot prices as specified at Annex B for a cost of \$_____ (*amount inserted at contract award*). Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

7.2 Single Payment

Canada will pay the Contractor upon completion and delivery of the Work in accordance with the payment provisions of the Contract if:

- a. an accurate and complete invoice and any other documents required by the Contract have been submitted in accordance with the invoicing instructions provided in the Contract;
- b. all such documents have been verified by Canada;
- c. the Work delivered has been accepted by Canada.

7.3 Taxes – Foreign-based Contractor (*if applicable*)

Unless specified otherwise in the Contract, the price includes no amount for any federal excise tax, state or local sales or use tax, or any other tax of a similar nature, or any Canadian tax whatsoever. The price, however, includes all other taxes. If the Work is normally subject to federal excise tax, Canada will, upon request, provide the Contractor a certificate of exemption from such federal excise tax in the form prescribed by the federal regulations.

Canada will provide the Contractor evidence of export that may be requested by the tax authorities. If, as a result of Canada's failure to do so, the Contractor has to pay federal excise tax, Canada will reimburse the Contractor if the Contractor takes such steps as Canada may require to recover any payment made by the Contractor. The Contractor must refund to Canada any amount so recovered.

8. Invoicing Instructions

8.1 The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed.

8.2 Invoices must be distributed as follows:

- 1) The original and one (1) copy must be forwarded to the address shown on page 1 of the Contract for certification and payment.
- 2) One (1) copy must be forwarded to the Contracting Authority identified under the section entitled "Authorities" of the Contract.

9. Certifications

9.1 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.

10. Applicable Laws

The Contract must be interpreted and governed, and the relations between the parties determined, by the laws in force in _____. (Name of province or territory as specified by the bidder in its bid, if applicable).

11. 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 supplemental general conditions 4001 (2013-01-28) Supplemental Conditions - Hardware Purchase, Lease and Maintenance;
- (c) the general conditions 2010A (2013-04-25), General Conditions – Goods (Medium Complexity), including the amendments to section 09 titled "Warranty" of the general conditions 2010A as detailed under Part 6, section 3.2 titled "Warranty - Contractor responsible for all costs";
- (c) Annex A, Requirement;
- (d) Annex B, Basis of Payment
- (e) Annex C, Insurance Requirements;
- (f) the Contractor's bid dated _____ (PWGSC will insert at time of award)

12. Shipping Instructions - Delivery at Destination

Goods must be consigned to the destination specified in the Contract and delivered: Delivered Duty Paid (DDP) Victoria BC Canada V9A 7N2 Incoterms 2000 for shipments from a commercial contractor.

13. Insurance - Specific Requirements

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

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

The Contractor must forward to the Contracting Authority within ten (10) calendar days after the date of award of the Contract, a Certificate of Insurance evidencing the insurance coverage and confirming that the insurance policy complying with the requirements is in force. For Canadian-based Contractors, coverage must be placed with an Insurer licensed to carry out business in Canada, however, for Foreign-based Contractors, coverage must be placed with an Insurer with an A.M. Best Ratings no less than "A-". The Contractor must, if requested by the Contracting Authority, forward to Canada a certified true copy of all applicable insurance policies.

14. Specific Person(s)

The Contractor must provide the services of the following person(s) to perform the Work as stated in the Contract: *(Name(s) will be inserted at time of Contract award based on the certification information provided by the Bidder at Annex D, Paragraph 2.2)*

15. Foreign Nationals

A2000C (2006-06-16) Foreign Nationals (Canadian Contractor)
A2001C (2006-06-16) Foreign Nationals (Foreign Contractor)

16. SACC Manual Clauses

A7017C (2008-05-12) Replacement of Specific Individuals
A9016C (2011-05-16) Hazardous Waste Disposal
A9062C (2011-05-16) Canadian Forces Site Regulations
B1501C (2006-06-16) Electrical Equipment
B7500C (2006-06-16) Excess Goods
C2604C (2013-04-25) Custom Duties, Excise Taxes and GST/HST - Non-resident
D3015C (2007-11-30) Dangerous Goods/Hazardous Products

ANNEX A - REQUIREMENT

VEHICLE MOUNTED CRANE LOAD MOMENT INDICATOR (LMI) COMPLETE SYSTEM REPLACEMENT

Important Instructions for completing technical bids

In their technical bid, bidders must demonstrate compliance with the requirement detailed herein.

Bidders must provide with their technical bid, a document indicating clearly where the substantial information for each of the sections identified below can be found.

In order to facilitate the evaluation of the bid, Canada requests that bidders address and present topics in the same order and under the same headings. To avoid duplication, bidders may refer to different sections of their bids by identifying the specific paragraph and page number where the subject topic has already been addressed.

Answers stating "compliance", "comply", "yes", or other types of positive responses without substantive documentation and product literature to justify compliance will be deemed as non-compliant and no further evaluation of the bid will be performed.

1. Summary

To replace Load Moment Indicators (LMI) system on two (2) Mobile Arva Crane Model AT3033MII for the Department of National Defence, Base Logistics, Transportation and Electrical Mechanical Engineering, Canadian Forces Base Esquimalt, Victoria BC Canada V9A 7N2 in accordance with the requirement detailed herein.

2. Background

The current LMI system manufactured by Rayco-Wylie model W3033M which has been factory installed in two 2005 Arva AT3033M Crane Wheel have become obsolete and are no longer repairable.

3. Definition

Load moment (or rated capacity) indicator means a system which aids the equipment operator by sensing (directly or indirectly) the overturning moment on the equipment, i.e. load multiplied by radius. It compares this lifting condition to the equipment's rated capacity, and indicates to the operator the percentage of capacity at which the equipment is working.

4. Objectives

- a. Remove and dispose of existing wireless LMI systems; and
- b. Supply, install, and calibrate two (2) wired LMI systems in two (2) Arva AT3033M Crane Wheels; and
- c. Provide operator training and basic maintenance and troubleshooting training for a minimum of one (1) day and a maximum of six (6) operators and two (2) technicians; and
- d. Provide On-Site Warranty services on the entire system (parts and labour) for a minimum of 12 months from date of acceptance of all deliverables.

5. Delivery (MANDATORY)

All the deliverables must be received and submitted for acceptance on **or before March 26, 2014.**

6. LMI System mandatory performance requirements and technical evaluation criteria

The replacement LMI system installed must comply with the following mandatory technical requirements:

- 6.1 Liquid Crystal Display (LCD) Digital Driver Display Unit
 - 6.1.1 Must be waterproof to operate in a salt water environment
 - 6.1.2 Minimum operating temperature range of -20 deg C to + 70 deg Celcius
 - 6.1.3 Display screen must be readable in direct sunlight and at night
 - 6.1.4 Screen size of Min. 4" - 10" Max
 - 6.1.5 Display rating up to IP67
 - 6.1.6 Must display the following crane data:
 - 6.1.6.1 Crane configuration
 - 6.1.6.2 Radius
 - 6.1.6.3 Actual Load (in lbs or Kg)
 - 6.1.6.4 Parts of line
 - 6.1.6.5 Boom length
 - 6.1.6.6 Boom angle
 - 6.1.6.7 Rate load (in lbs or Kg)
 - 6.1.6.8 Slew
 - 6.1.7 Display language options: English and French at a minimum
- 6.2 Must include Controller Area Network (CAN) Bus Kit
- 6.3 Must include CAN bus crane cable reel
- 6.4 Must include Boom Length/Angle Sensor with appropriate number of slip rings
- 6.5 Must include Anti two block device
- 6.6 Must support Load chart programming
- 6.7 Must include self-diagnostic detection and system malfunction
- 6.8 Supply Voltage: 12 to 24 Volts DC (maximum rating 10.2 to 36 VDC)
- 6.9 Duty Storage: 10,000 load/radius curves
- 6.10 Must include visual and audible alarms for out of range/overload conditions.
- 6.11 Complete LMI system must comply with all of the following standards:
 - 6.11.1 CAN Bus Technology SAE J 1939, and
 - 6.11.2 ANSI/SAE J376:1985(R2012) (Revision date 05/00/12) Load Indicating Devices in Lifting Crane Service; and
 - 6.11.3 ANSI/SAE J159:2002 (Revision date 10/00/02) Rated Capacity Systems, and
 - 6.11.4 CAN/CSA-Z150-11 Safety Code on Mobile Cranes, Update No. 1 (2011)

7. Constraints

- 7.1** Disposal of old wireless LMI systems must be conducted in accordance with all applicable laws;
- 7.2** Removal and Installation must be performed within the Victoria BC geographical area;
- 7.3** Operator training and basic maintenance trouble shooting must be conducted at CFB Esquimalt Vehicle Workshop, Victoria BC within one (1) week of the installation.

8. Client Support

The Department of National Defence can provide the following support

- 8.1** One (1) indoor bay at CFB Esquimalt workshop can be utilized for the LMI system installation, one crane at a time
- 8.2** The cranes can be delivered locally to a location designated by the Contractor, only if within Victoria BC geographical area.

9. Installation and Training:

- 9.1** The Contractor must provide a factory service representative (FSR) to install, install and calibrate the new LMI systems.
- 9.2** The FSR will be responsible for operator and maintenance training. The FSR must be available to begin installation within seven (7) calendar days of the DND Technical Authority notifying the Contractor.
- 9.3** The FSR must provide training on-site at the Department of National Defence, Canadian Forces Base Esquimalt, Victoria BC Canada for a minimum of one (1) day for a maximum of eight (8) persons. The training must cover set-up procedures, production techniques, safe operation, control training, trouble-shooting, and preventative and corrective maintenance.
- 9.4** All installation and training must be provided between the hours of 07:00 am and 3:30 pm Pacific Standard Time (PST) from Monday to Friday, excluding Canadian recognized statutory holidays in British Columbia.
- 9.5** Installation and training dates must be scheduled in coordination and agreement with the DND Technical Authority.
- 9.6** Training deliverables:
 - Upon completion of the Operator training, operators must competently:
 - a) Understand and operate the LMI system, and
 - b) Utilize the onboard diagnostic system.
 - Upon completion of the Technician training, mechanics must competently: Understand and operate the LMI system; and
 - a) Utilize the onboard diagnostic system; and
 - b) Troubleshoot faults
 - c) Repair faults

10. Certifications and Documentation

10.1 Equipment Certification:

The LMI units supplied under the Contract must be supplied with certificates evidencing compliance with the standards listed under paragraph 6.13 of this annex.

10.2 Installation Certification:

The Contractor must provide a letter from the Original Equipment Manufacturer (OEM) confirming that all installation, calibration, training and warranty services provided under the Contract will be conducted by authorized and fully trained factory service representatives (FSR) and include a list of proposed individuals.

10.3 Certificate of LMI Calibration

The Contractor must provide a letter/certificate of calibration attesting that the LMI units provided are calibrated to the crane on which they are mounted.

10.4 Crane Welding Engineering Certification:

The Contract must provide an Engineering Certificate attesting that all welding performed has been inspected by a certified and registered Non Destructive (NDT) Inspector.

11. Labelling

11.1 Safety Labelling

Any pinch points, hazard areas, operator safety concerns, and moving components must be clearly labelled in English.

11.2 Operating Labels

Operating instruction labels must be clearly identified and printed in English and French.

12. Manuals and Documentation

The Contractor must provide electronic copies (on CD) in Adobe Acrobat .pdf format and printed version of the following manuals as specified below:

12.1 Operator manuals; and (Two printed copies (One for each vehicle));

12.2 Service/Maintenance/Repair manuals (One electronic copy); and

12.3 A complete parts' list for all components (for commercially available off-the-shelf type components, the original manufacturer, brand, and part number must be provided along with the Contractor's own part number); and (One electronic copy)

12.4 All supplied manuals must be reflective of the as-built deliverables

12.5 Manuals must be provided in English and French language.

13. Spare Parts

The Contractor must support the availability of spare parts from a wide range of sources for a minimum of 10 years from date of acceptance of the installed LMI systems.

14. Inspection and Acceptance

The Technical Authority is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or representative. Should any report, document, good or service not be in accordance with the requirements of this Annex 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.

15. Warranty

- 15.1** Defects in the design, materials and workmanship of the furnished goods and services must be covered by the warranty.
- 15.2** The warranty period must be a minimum duration of twelve (12) full months, and must commence from the date of acceptance. The date of acceptance must be the date of completion of training by the Contractor and not the date of delivery of the equipment.
- 15.3** The warranty must include on-site service within five (5) business days from time of receipt of a call request.

Solicitation No. - N° de l'invitation
W2B03-140012/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Vic246

Client Ref. No. - N° de réf. du client
W2B03-140012

File No. - N° du dossier
VIC-3-36161

CCC No./N° CCC - FMS No/ N° VME

ANNEX A - APPENDIX 1
MOBILE CRANE ARVA MODEL AT3033MII SPECIFICATIONS (24 pages)

(Start on next page)



SPECIFICATIONS
ARVA Model AT3033MII

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SPECIFICATIONS

1. DIMENSIONAL DATA

1.1. Length:

Travel Position (overall)
7633 mm (300.5 ins.)

1.2. Width:

(overall)
2578 mm (101.5 ins.)

1.3. Height:

(overall, travel position)
2451 mm (96.5 ins.)

1.4. Boom:

Extended radius: 32'-11"

Retracted radius: 16'-11" (from boom pivot to sheave centre)

Function speeds and times based on 30 gpm system flow:

Swing speed: 180°=20.5 sec

Boom luffing (-0° to +72°)

Up: 20.7 sec

Dn: 18.4 sec

Boom extension speed:

Extend: 36.5 sec

Retract: 40.3 sec

Boom elevation: minus 0 to plus 72 degrees

Boom tip height @ full extension:

58 ft above ground with jib

43 ft 5 in without jib

1.5. Outrigger spread:

Side to Side: 13 ft 4 in.

Front to Back: 14 ft 8 in.

Outrigger pad size: 14" Sq

Controls:

Seat Mounted, pilot operated joy stick controls with override on overload system.

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1.6. Weight:

Standard Travel Mode:

Front Axle 6,065 kg (13,370 lbs)

Rear Axle 5,597 kg (12,340 lbs)

Total: 11,662 kg (25,710 lbs)

(Weights include 180 lb driver, & hook block, and do not include equipment such as, tools, chains, or rigging, or jib, etc.)

1.7. Wheel Base:

2642 mm (104.0 ins.)

1.8. Track Width:

2045 mm (80.5 ins.)

1.9. Tires:

Michelin 15.5 R25 x HA one star.

Pressure: 400 kPa (58.0 psi)

1.10. Turning Radius (outside):

Front Wheel Steer: 8230 mm (324 ins.)

All Wheel Steer: 4,750 mm (187 in.)

1.11. Ground Clearance:

317.5 mm (12.5 ins.) (tie downs)

1.12. Travel Speed:

Forward 38.6 Km/h (24 mph)

Reverse 25 Km/h (15 mph)

1.14. Fuel Capacity:

210 litres (50 US Gal)

1.16. Hydraulic Oil Capacity:

Reservoir: 227 litres (60.0 Gal)

Whole system: 280 litres (74 Gal)

1.17. Coolant Capacity:

28 litres (7.4 gal)



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1.18. Engine:

Cummins Diesel, 4 cyl., rated 130 horsepower at 2500 rpm, gross torque 344 ft lb @ 1500 rpm, Oil Capacity 9.5 litres (2.5 gal)

Model- Cummins

4BTA 3.9L

Rated 130 HP @ 2500rpm

Power shift Transmission

1.19. Electric System: 12V DC

1.20. Transmission:

Dana T20000 series Power Shift, 3 speed forward and reverse with, low-high range shift, electric shift located on the steering column.

Oil Capacity: 23 litres (6.0 gal)

1.21. Axles:

Front Drive Steer: 9,979 kg (22,000 lbs.) capacity, double reduction, posi-trac differential.

Rear: 10,432 kg (22,000 lb) capacity maxi-trac, double reduction differential.

Oil Capacity: 15 ltrs each

1.22. Suspension:

Fixed, Oscillating rear axle & solid mount front axle.

1.23. Brakes:

Operational- hydraulic activated disc type.

Parking – Spring applied disc on transmission.

Brake, Emergency:

Manufacture- MICO

Type- Failsafe hydraulic released/spring applied

Calliper- type

Disc- 13" x 1/2" thick

Location- Transmission

Control – Two position switch with solenoid valve 'OFF/ON'

1.24. Steering:

Full hydraulic power.

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1.25. Chassis:

High strength fabricated steel frame structure.

1.26. Cab:

Fully glazed permitting 360 degree visibility. Cab is equipped with heat and air conditioning.

1.27. Transportable by:

C-130 Aircraft 13,000 lbs per axle.

1.28. Hydraulic Pumps:

Torque converter driven 30.4 gpm & 15.2 gpm @2500 rpm. 30.4 gpm pump supplies hydraulic flow to hoist, boom extend, boom lift and swing.

15.2 gpm pump powers steering, brakes and outriggers.

1.29. Winch:

Single line Pull: 9,100 lbs

Speed: 17.37m/m (57ft/m)

Max. Permissible line pull w/3.5 F.S. is 8,625 lbs

Wire Rope: Cable supplied is 240 ft of 1/2, 6 x36 IWRC Compac EIPS RRL Bright, with breaking strength of 30,200 lbs.

Sheaves: 14" dia Bearing Mounted



2. OPERATIONAL DATA SUMMARY

2.1. GENERAL DESCRIPTION

This crane is a self-propelled hydraulic crane. The crane is powered by an engine, located within the main frame. The controls are located on the left side of the crane cab. The cab contains all the controls necessary to operate the crane.

The engine power is transmitted through the torque converter and transmission to the drive wheels. The hydraulic pumps are direct driven off the transmission pump drives. Hydraulic oil is then delivered to the control valves. Boom and winch function through a hydraulic swivel. The pilot operated joy stick control valves are operated using joy stick type levers, located on the operator's seat arm rests. The valves direct the oil to the respective crane systems.

A telescoping two (2) section boom is utilized on the crane. The boom is controlled through the use of boom lift and extension cylinders and swing drive system. The boom can be equipped with optional 15' extension, jibs, etc.

The outriggers are butterfly style that pivot down, with operation made possible by the use of hydraulic cylinders. They are electrically controlled through rocker switches that are located on the right hand side in the operator's compartment.

2.2. CARRIER

The carrier is specially designed for military applications. It is 18 ½ ft long and 8 ft wide. The crane is equipped with an enclosed two person cab with left and right doors. Outriggers are an integral part of the frame.

2.3. CAB

The crane operator's station is a standard two person cab where all craning and operating controls as well as engine monitoring instrumentation is located. The operator's seat and steering wheel are adjustable.

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2.4. ENGINE

A diesel engine is housed in the engine compartment located to the rear of the crane. The engine is used to provide crane mobility, drive the hydraulic pumps, and supply electrical power to charge the battery, and provide power for crane control circuits, accessories, and lighting. All controls for the engine are located in the operator's station. There are removable side covers for access to the engine fluid level checks. The engine side covers come OFF for servicing.

2.5. FUEL TANK

A single fuel tank is mounted at the left side of the machine between the wheel fenders. The tank has a total capacity of 189 litres (50 US gallons). The tank is equipped with a fuel level sender. The sender unit works in conjunction with a fuel level gauge on the front console of the cab.

2.6. DRIVE TRAIN

The drive train consists of the transmission and drive line. The transmission transmits power from the engine to the drive axles through the drive line. It is a three (3) speed power shift transmission with range shift with two (2) output drive shafts one to each axle, to provide four (4) wheel drive.

2.7. AXLES

The front axle is a drive steer axle with a posi track standard differential. It is fix mounted to the frame and has hydraulically applied disc brakes located at each wheel.

The rear axle is also a drive steer axle with a maxi-track type differential. It is a trunnion mounted oscillating axle with wheel mounted disc brakes.

2.8. STEERING SYSTEM

The crane incorporates a hydraulically controlled steering system. A steering control valve directs flow from the hydraulic pump to the hydraulic steer cylinders to provide full power steering for the front and rear axles.



2.9. OUTRIGGERS

Butterfly style stabilizers positioned on the front and back of the machine provide stability during craning operations. The stabilizer cylinders have holding valves to raise and hold the crane in position. They are controlled by electric toggle switches located to the right of the operator inside the cab.

2.10. TURRET MOUNTING

The boom turret is bolted onto the swing bearing which is bolted to the frame structure. Thirty (30) bolts mounted in a circular pattern hold the turret to the swing bearing and thirty (30) bolts hold the swing bearing to the frame.

2.11. BOOM ASSEMBLY

The boom is a two (2) section telescopic full power hydraulic.

The two (2) boom sections are fabricated utilizing a rectangular box section design. The steel used in fabrication is for operation in cold ambient temperatures.

The boom extension system is fitted with dual counterbalance valves to hold the boom in the extended positions above horizontal and prevent extension when in positions below horizontal.

The boom extension cylinder is sized to permit telescoping with rated load to maximum extension. Replaceable nylatron wear pads are used on the top and bottom of each boom section.

2.12. BOOM LIFT

The boom lift function is powered by a single (1) cylinder, positioned to give maximum clearance, when handling loads with a fully retracted boom.

Boom lift cylinder has a holding valve for positioning of boom between 0 degrees and plus 72 degrees. A holding valve is bolted to the cylinder to prevent boom lowering due to accidental hose or tube damage.

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2.13. SWING

The swing function utilizes a shear ball type swing bearing. A high torque Gerotor style motor driving through a worm style self locking gear reduction provides smooth positive swing operation.

A fail safe, spring applied, hydraulically released disc brake is located between the drive motor and gear reduction.

High strength bolts hold the upper turret structure to the shear ball bearing and to the frame pedestal.

Swing rotation is 360 degrees at a swing speed of 2 rpm.

A hydraulic swivel is used to transfer oil flow to the crane functions. An electric slip ring assembly is used to supply power for lights and hoist rotation tell tail mounted on the turret..

2.14. OVERLOAD SYSTEM

A radio operated load moment overload system is incorporated into the design of the crane to assist the operator in preventing or imposing an overload. An anti-two block device is also part of the system as is a manual boom angle indicator.

The overload system is a Wylie model W3350R radio rated capacity indicator with a panel mounted monitor. A load measuring pin located in the hoist cable dead end sends a radio signal to the monitor when lifting with main boom or alternately when lifting with 15 foot jib, a load measuring pin in the jib sheave sends the load signal to the panel mounted monitor.

Also, as part of the system a boom length reel with internal boom angle sensor which is mounted on left side of boom, sends the boom length and boom angle information via radio to the panel mounted monitor. From the respective readings of load boom length and boom angle the monitor calculates and displays the load and the permissible load on the crane.

For the monitor to display correct readings, the monitor must be set up for either two-part main boom lift, single part jib lift, lifting over front or on tires. Frame mounted proximity switches automatically signal monitor position of boom for over front plus or minus 40 degrees from center or pick and carry position.



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Quick disconnect plugs provided at end of the boom must be unplugged from main boom and jib sensors must be plugged in and vise versa for either main boom or jib lifting configurations. The anti-two block is also connected into the load monitor system plugs. The monitor will stop crane functions in the event of overload or anti-two block. An audible buzzer sounds as well as overload is shown on the monitor screen.

In the event of overload or anti-two block stops hoisting, boom extend and boom down functions.

Refer to Wylie Operators Manual located in Section 9 Service Packages of these manuals for calibration, set-up and or troubleshooting of system).

2.15. CONTROLS

Crane functions, driving controls and engine monitoring instruments are console mounted within easy reach and sight of the crane operator. Crane control valve levers are located in the operator's arm rests. Outrigger controls are to the right of driver. Boom functions are controlled by single axis-type controllers.

2.16. POWER SOURCE

The hydraulic power for the crane is provided by the engine driven transmission pump drives. Double gear type pumps with a capacity of 30.4 gpm and 15.2 gpm provide power for all crane functions. Pressure check points are provided for troubleshooting.

2.17. WINCH AND CABLE

The hydraulically powered winch is rated for 12,000 pounds single line pull on first layer. The winch has equal speed up and down. The winch has a planetary type reduction with fail safe multi-disc brake. Single line speed is 112 fpm (mean drum). Permissible line pull with 3.5 to 1 F.O.S. is 3,922 kg (8,625 lbs).

Cable supplied is 240 ft of ½ diameter, 6 x36 IWRC Compac EIPS RRL Bright, with breaking strength of 30,200 lbs.

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2.18. HYDRAULIC SYSTEM

The hydraulic system consists of a gear type pumps with combined capacity of 45.7 GPM. Pumps are driven off of transmission pump drive. There are pressure check points for troubleshooting. One part of the pump supplies oil flow to a directional control valve stack located behind cab on right inside frame member, providing function and direction for the following; Swing, Boom extend retract, Boom lift, and hoist. The second part of the pump supplies oil flow to steering, outrigger valve stack and braking system.

Functions may only be operated with engine running.

2.19. ELECTRICAL SYSTEM

The electrical system is 12 volt DC. Head lights, hazard, running & beacon, lights are operated by switches on the dash panel.

CAUTION

If stop/start ignition switch is left in Accessories position, battery will be run dead.

2.20. PARKING BRAKE

The transmission is equipped with one (1) automatic spring applied, hydraulic released calliper brake.

Brake is not used as a service brake, brake is intended to stop and hold vehicle if a malfunction in drive system occurs and axle brakes fail.

Park brake (Emergency) must be in OFF position to engage transmission. When applied transmission will be disengaged. Transmission is interlocked with the brake.

2.21. TRAVEL BRAKE

This machine is equipped with 4 wheel disc brakes for normal travel operation. The travel brake is operated using the foot control pedal.



3. COMPONENT WEIGHTS

3.1. Boom assembly (with oil in cylinders):

Approx. 2,400 kg (3,000 lbs)

3.2. Turret Assembly:

Approx. 1,800 kg (2,150 lbs)

3.3. Outrigger Arms (each with pads):

Approx. 100 kg (220 lbs)

3.4. Axle Loadings:

Boom retracted in travel position over cab:

Front: 13,370 lbs

Rear: 12,340 lbs

3.5. Total Weight:

Total machine: 25,710 lbs

3.6. Hook Block:

Approx. weight 59 kg (130 lbs)

3.7. Axle Weights:

Approx. 700 kg (1,543 lbs)

3.8. Winch:

Approx. 213 kg (470 lbs)

3.9. Wheel Assembly:

Approx. Weight 204 kg (450 lbs)

3.10. Jib Assembly (with pins)

Weight: 302 kg (655 lbs)

3.11. Cab Assembly:

Approx. 1,800 kg (3,968 lbs)

3.12. Engine Transmission Assembly:

Approx. 900 kg (1,984 lbs)

SPECIFICATIONS
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4. CAPACITY NOTES

MACHINE LIFTING CAPACITIES

The following notes to lifting capacities are standardized for load charts supplied with all Arva Industries Inc. cranes. Carefully read all notes before engaging in any load lifting operation.

Notes to Lifting Capacities

- a) Rated lifting capacities are based on freely suspended loads. They are the maximum covered by the Manufacturer's warranty with the machine level and standing on a firm and supporting surface. Ratings with outriggers are based on outriggers being fully extended to their maximum position with wheels OFF the ground.
- b) Practical working loads for each particular job shall be established by the user depending on operating conditions; including the supporting surface, wind and other factors affecting stability, hazardous surroundings, experience of personnel, and load to be handled.
- c) Operating radius is the horizontal distance from the axis of rotation to the centerline of the hoist line or tackle with loads applied.
- d) "On Rubber" lifting (if permitted) depends on proper tire inflation, capacity and condition. "On Rubber" loads may be transported at a maximum vehicle speed of 2.5 miles per hour (4 kilometres/hour) on a smooth and level surface only with the boom centered over the front of the vehicle.
- e) Jibs (if supplied) may be used for single-part line lifting service only. Jib capacities are based on structural strength of jib or main boom. Jib loads must not exceed main boom lifting capacities for the actual operating radius.
- f) Operation is not intended or approved for any conditions outside of those shown on chart. Handling of personnel from the boom is not authorized except with equipment furnished and installed by Arva Industries Inc.
- g) For clamshell or concrete bucket operation, weight of the bucket and load must not exceed 80% of rated lifting capacities.
- h) The maximum load which may be telescoped is limited by hydraulic pressure, boom angle, boom lubrication, etc. It is safe to attempt to telescope any load within the limits of the rated capacity chart. Hydraulic pressure limiting valves



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reading boom lift circuit and load monitor system limit the cranes lifting capacity.

- i) With certain boom and hoist tackle combinations, maximum capacities may not be obtainable with standard cable lengths.
- j) Keep load handling devices to a minimum of 12 inches (30 cm) below boom head when lowering or extending the boom.
- k) If the actual boom length is between rated lengths shown, use the lifting capacity for the next longer boom length.

Line Pulls & Reeving Information

The “permissible line pull” is based on the actual breaking strength of the applicable cable, including a minimum safety margin of 3.5 on a breaking strength of 30,200 lbs for 1/2” cable.

WARNING

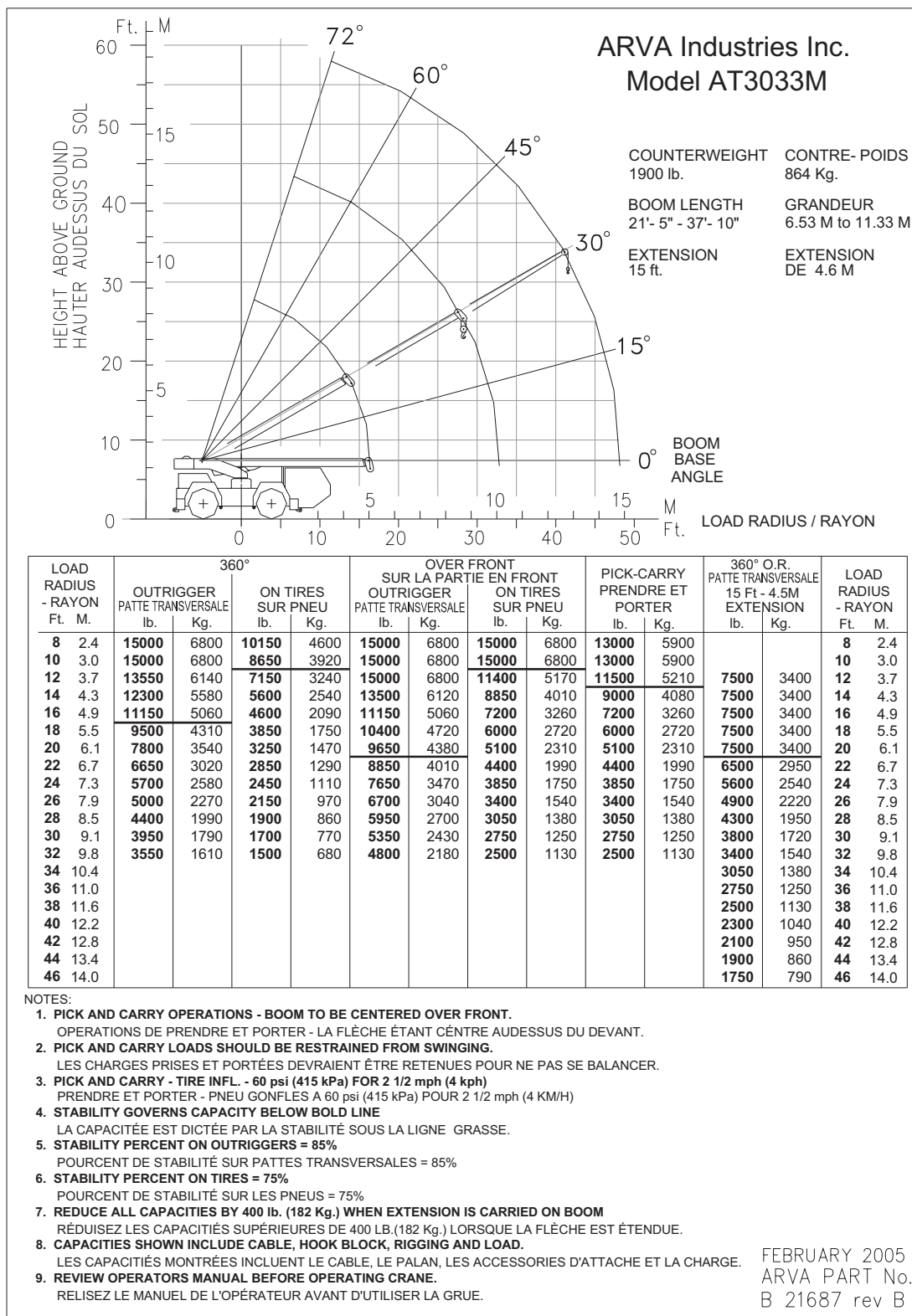
NEVER EXCEED MAXIMUM SINGLE LINE CAPACITY OF ANY CRANE AND ADHERE TO RECOMMENDED MULTI-PART REEVING IN THE CRANE MAINTENANCE SECTION OF THIS MANUAL.

REDUCTION IN CAPACITIES ON LOADCHART MUST BE STRICTLY ADHERED TO. FAILURE TO ALLOW FOR WEIGHT OF A LOAD HANDLING DEVICE MAY RESULT IN EXCEEDING LOAD CAPACITIES IN THE CRANE.

SPECIFICATIONS
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5. CAPACITY CHART

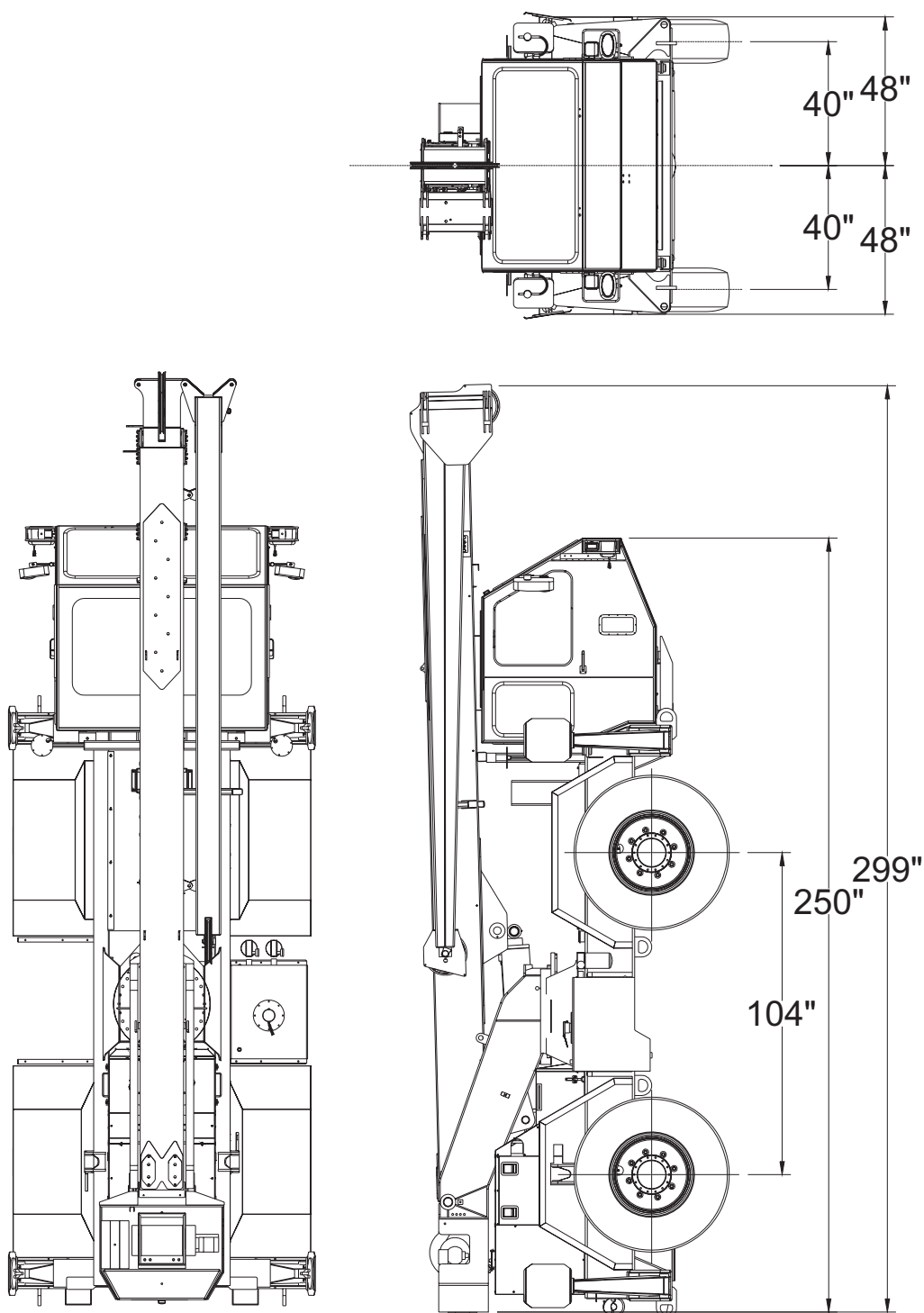




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6. CONFIGURATION DIAGRAMS

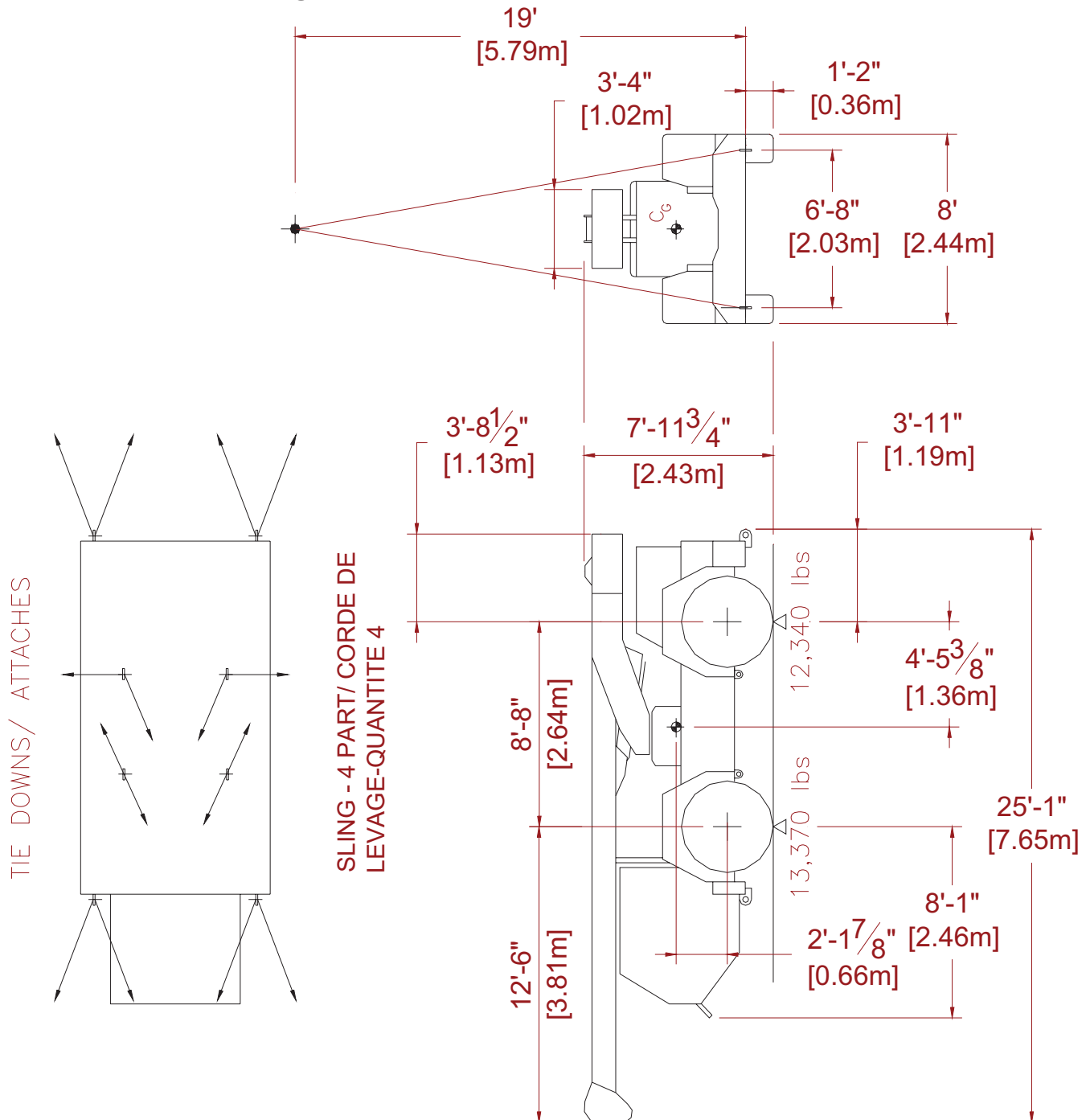
6.1. Basic Machine Dimensions



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6.2. Tie Down Configuration





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7. PHOTOGRAPHS



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SPECIFICATIONS

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ANNEX B - BASIS OF PAYMENT

PRICING:

Pricing is in Canadian dollars, Applicable Taxes excluded, Delivered Duty Paid (DDP) Victoria BC Canada V9A 7N2, Shipping charges, Canadian customs duties and excise taxes included.

Pricing offered must include all tools, materials, replacement parts, and travel and livings expenses for authorized Factory Service Representative and any other applicable Contractor personnel.

No further charges will be allowed.

Item	Description	Quantity	Unit of Issue	Firm Price CAD
B.1	Remove and Dispose of Existing Wireless Load Moment Indicator (LMI) Systems in accordance with the requirement detailed in Annex A. (Must include all charges for disposal in accordance with applicable laws)	1	LOT	\$
B.2 (*)	Supply, Install and Calibrate two (2) wired Load Moment Indicator (LMI) systems in accordance with the requirement detailed in Annex A. (Must include all tools, training materials, travel and livings expenses for Factory Service Representative).	1	LOT	\$
B.3 (*)	Provide On-Site Operator and Technician Training for a minimum of one (1) day and for a maximum of eight (8) persons in accordance with the requirement detailed in Annex A (Must include all tools, training materials, travel and livings expenses for authorized Factory Service Representative).	1	LOT	\$
B.4 (*)	Minimum 12-Months On-Site Warranty services on the entire system (parts and labour) from date of acceptance of all deliverables in accordance with the terms and conditions of the bid solicitation	1	LOT	\$
B.5 (*)	<u>EVALUATED BID PRICE</u> (= B1 + B2 + B3 + B4) Applicable Taxes <u>excluded</u> DDP Destination to Victoria BC Canada V9A 7N2			\$
B.6	<u>Applicable Taxes (PWGSC will insert at time of contract award)</u>			
B.7	<u>TOTAL FIRM CONTRACT PRICE (PWGSC will insert at time of contract award)</u>			

(*) Important Instructions for completing the above financial evaluation table:

If charges do not apply (e.g. charges included in the lot price of Item B.1), please fill in Firm Price of item as zero "\$0", "NIL", "N/C", or "Included", or the item will be deemed not available and the bidder's financial bid declared non-responsive and given no further consideration.

ANNEX C - INSURANCE REQUIREMENTS

C.1 Commercial General Liability Insurance

- 1) The Contractor must obtain Commercial General Liability Insurance, and maintain it in force throughout the duration of the Contract, in an amount usual for a contract of this nature, but for not less than \$2,000,000 per accident or occurrence and in the annual aggregate.
- 2) The Commercial General Liability policy must include the following:
 - a) Additional Insured: Canada is added as an additional insured, but only with respect to liability arising out of the Contractor's performance of the Contract. The interest of Canada should read as follows: Canada, as represented by Public Works and Government Services Canada.
 - b) Bodily Injury and Property Damage to third parties arising out of the operations of the Contractor.
 - c) Product and Completed Operations: Coverage for bodily injury or property damage arising out of goods or products manufactured, sold, handled, or distributed by the Contractor and/or arising out of operations that have been completed by the Contractor.
 - d) Personal Injury: While not limited to, the coverage must include Violation of Privacy, Libel and Slander, False Arrest, Detention or Imprisonment and Defamation of Character.
 - e) Cross Liability/Separation of Insureds: Without increasing the limit of liability, the policy must protect all insured parties to the full extent of coverage provided. Further, the policy must apply to each Insured in the same manner and to the same extent as if a separate policy had been issued to each.
 - f) Blanket Contractual Liability: The policy must, on a blanket basis or by specific reference to the Contract, extend to assumed liabilities with respect to contractual provisions.
 - g) Employees and, if applicable, Volunteers must be included as Additional Insured.
 - h) Employers' Liability (or confirmation that all employees are covered by Worker's compensation (SIB) or similar program).
 - i) Broad Form Property Damage including Completed Operations: Expands the Property Damage coverage to include certain losses that would otherwise be excluded by the standard care, custody or control exclusion found in a standard policy.
 - j) Notice of Cancellation: The Insurer will endeavour to provide the Contracting Authority thirty (30) days written notice of policy cancellation.
 - k) If the policy is written on a claims-made basis, coverage must be in place for a period of at least 12 months after the completion or termination of the Contract.
 - l) Owners' or Contractors' Protective Liability: Covers the damages that the Contractor becomes legally obligated to pay arising out of the operations of a subcontractor.
 - m) Non-Owned Automobile Liability - Coverage for suits against the Contractor resulting from the use of hired or non-owned vehicles.

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- n) Sudden and Accidental Pollution Liability (minimum 120 hours): To protect the Contractor for liabilities arising from damages caused by accidental pollution incidents.
- o) Litigation Rights: Pursuant to subsection 5(d) of the *Department of Justice Act*, S.C. 1993, c. J-2, s.1, if a suit is instituted for or against Canada which the Insurer would, but for this clause, have the right to pursue or defend on behalf of Canada as an Additional Named Insured under the insurance policy, the Insurer must promptly contact the Attorney General of Canada to agree on the legal strategies by sending a letter, by registered mail or by courier, with an acknowledgement of receipt.

For the province of Quebec, send to:
Director Business Law Directorate,
Quebec Regional Office (Ottawa),
Department of Justice,
284 Wellington Street, Room SAT-6042
Ottawa, Ontario, K1A 0H8

For other provinces and territories, send to:
Senior General Counsel,
Civil Litigation Section
Department of Justice,
284 Wellington Street, East Tower,
Ottawa, Ontario, K1A 0H8

A copy of the letter must be sent to the Contracting Authority. Canada reserves the right to co-defend any action brought against Canada. All expenses incurred by Canada to co-defend such actions will be at Canada's expense. If Canada decides to co-defend any action brought against it, and Canada does not agree to a proposed settlement agreed to by the Contractor's insurer and the plaintiff(s) that would result in the settlement or dismissal of the action against Canada, then Canada will be responsible to the Contractor's insurer for any difference between the proposed settlement amount and the amount finally awarded or paid to the plaintiffs (inclusive of costs and interest) on behalf of Canada.

ANNEX D - CERTIFICATIONS

Bidders must provide the required certifications and documentation specified herein 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](http://www.labour.gc.ca/eng/standards_equity/eq/emp/fcp/list/inelig.shtml)" list (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 required with the Bid

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

2.1 Bona fide agent/distributor certification

The Bidder certifies that it is a bona fide agent/distributor authorized by the original equipment manufacturer (OEM) to supply, install, and provide the on-site related training and warranty services for the equipment offered in accordance with the requirement detailed at Annex A.

Signature

Name (Print)

Date

Solicitation No. - N° de l'invitation
W2B03-140012/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
Vic246

Client Ref. No. - N° de réf. du client
W2B03-140012

File No. - N° du dossier
VIC-3-36161

CCC No./N° CCC - FMS No/ N° VME

2.2 Factory Service Representative - Certification Letter from the Original Equipment Manufacturer:

The Bidder agrees must provide with its bid a letter from the Original Equipment Manufacturer (OEM) naming at least one (1) factory service representative/person that is authorized and fully trained to provide the installation, calibration and on-site warranty services in accordance with the requirement detailed at Annex A.

Signature

Name (Print)

Date