

**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 0B2 / Noyau 0B2  
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> TRUCK,LIFT,FORK	
<b>Solicitation No. - N° de l'invitation</b> W8476-165395/A	<b>Date</b> 2015-10-14
<b>Client Reference No. - N° de référence du client</b> W8476-165395	
<b>GETS Reference No. - N° de référence de SEAG</b> PW-\$\$HS-610-68149	
<b>File No. - N° de dossier</b> hs610.W8476-165395	<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 2015-11-24</b>	
<b>Time Zone</b> <b>Fuseau horaire</b> Eastern Standard Time EST	
<b>F.O.B. - F.A.B.</b> <b>Plant-Usine:</b> <input type="checkbox"/> <b>Destination:</b> <input type="checkbox"/> <b>Other-Autre:</b> <input type="checkbox"/>	
<b>Address Enquiries to: - Adresser toutes questions à:</b> Reynolds, Kevin	<b>Buyer Id - Id de l'acheteur</b> hs610
<b>Telephone No. - N° de téléphone</b> (819) 956-3996 ( )	<b>FAX No. - N° de FAX</b> ( ) -
<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>

Solicitation No. - N° de l'invitation

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Amd. No. - N° de la modif.

File No. - N° du dossier

hs610W8476-165395

Buyer ID - Id de l'acheteur

hs610

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

W8476-165395

CCC No./N° CCC - FMS No/ N° VME

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## **PART 1 - GENERAL INFORMATION**

### **1.1 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;
- Part 3 Bid Preparation Instructions: provides bidders with instructions on how to prepare their bid;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria that must be addressed in the bid, and the basis of selection;
- Part 5 Certifications: includes the certifications to be provided;
- Part 6 Security, Financial and Other Requirements includes specific requirements that must be addressed by bidders; and
- Part 7 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

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

### **1.2 Summary**

The Department of National Defence has a requirement to purchase six (6) Fork Lifts and ancillary items, (including familiarization instruction/training), in accordance with the Purchase Description for the Electric Type Sit Down Rider Counterbalance Forklift, dated 15 June, 2015, and as described at Annex A - Pricing.

The requirement includes an option to purchase up to thirteen (13) Fork Lifts and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

### **1.3 Trade Agreements**

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-Columbia Free Trade Agreement (CCFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Panama Free Trade Agreement (CPAFTA) and the Agreement on Internal Trade (AIT).

### **1.4 Debriefings**

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

## **PART 2 - BIDDER INSTRUCTIONS**

### **2.1 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 (2015-07-03) 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

### **2.2 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.

### **2.3 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 questions is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

### **2.4 Applicable Laws - Bid**

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.

**2.5 Improvement of Requirement During Solicitation Period**

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

## **PART 3 - BID PREPARATION INSTRUCTIONS**

### **3.1 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)

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

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.

#### **3.1.1 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).

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1. Substitutes and alternatives that are equivalent in form, fit, function, quality and performance will be considered for acceptance by the Technical Authority where the Bidder:
  - (a) Clearly identifies a substitute and/or an alternative;
  - (b) Designates the brand name, model and/or part number of the substitute and/or of the product, where applicable;
  - (c) States that the substitute product is fully interchangeable with the item specified in the technical requirement description;
  - (d) Provides complete specifications and brochures, where applicable;
  - (e) Provides compliance statements that include technical details showing the substitute and/or the alternative meet all technical requirements specified in the technical requirement description; and
  - (f) Clearly identifies those areas in the technical requirement description and in the brochures that support the substitute and/or the alternative compliance with the technical requirements.
2. Substitutes and alternatives offered as equivalent in form, fit, function quality and performance will not be considered for acceptance by the Technical Authority if:
  - (a) The bid fails to provide all of the information requested to allow the Technical Authority to fully evaluate the 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 financial bid in accordance with the Basis of Payment specified in Part 7 and Annex A - Pricing. The total amount of Applicable Taxes must be shown separately.

Bidders should complete Annex A and submit it with their bid.

### **3.1.2 SACC Manual Clauses**

#### **3.1.2.1 Exchange Rate Fluctuation Risk Mitigation**

1. The Bidder may request Canada to assume the risks and benefits of exchange rate fluctuations. If the Bidder claims for an exchange rate adjustment, this request must be clearly indicated in the bid at time of bidding. The Bidder must submit form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments with its bid, indicating the Foreign Currency Component (FCC) in Canadian dollars for each line item for which an exchange rate adjustment is required.

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2. The FCC is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuations. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provision in the contract. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease).
4. At time of bidding, the Bidder must complete columns (1) to (4) on form [PWGSC-TPSGC 450](#) , for each line item where they want to invoke the exchange rate fluctuation provision. Where bids are evaluated in Canadian dollars, the dollar values provided in column (3) should also be in Canadian dollars, so that the adjustment amount is in the same currency as the payment.
5. Alternate rates or calculations proposed by the Bidder will not be accepted for the purposes of this exchange rate fluctuation provision.

### **Section III: Certifications**

Bidders must submit the certifications required under Part 5.

### **Section IV: Additional Information**

Canada requests that bidders submit the following information:

#### **3.1.3 Best Delivery Date – Bid**

##### **3.1.3.1 Firm Quantity**

While delivery of the equipment/vehicle is requested by 2016-01-29, the best delivery that could be offered is as follows:

Item 001 – Six (6) Fork Lifts and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days from the effective date of the contract.

##### **3.1.3.2 Optional Quantity**

The best delivery that could be offered is as follows:

Item 002 - If an option is exercised, up to thirteen (13) Fork Lifts and ancillary items will be delivered within \_\_\_\_\_ weeks/calendar days.

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

**3.1.5 After Sales Service - Item 001**

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

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

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

Address: \_\_\_\_\_

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

**3.1.5 After Sales Service - Item 002**

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

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

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

Address: \_\_\_\_\_

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

**3.1.5 After Sales Service - Item 003**

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

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

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

Address: \_\_\_\_\_

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

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**3.1.5 After Sales Service - Item 004**

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

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

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

Address: \_\_\_\_\_

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

**3.1.5 After Sales Service - Item 005**

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

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

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

Address: \_\_\_\_\_

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

**3.1.6 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.

**3.1.7 Extended Warranty Period**

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

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

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

## **PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION**

### **4.1 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.

#### **4.1.1 Mandatory Technical Evaluation Criteria**

##### **4.1.1.1 Mandatory Proof of Compliance**

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

##### **4.1.1.2 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.

#### **4.1.2 Mandatory Financial Evaluation Criteria**

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

**4.1.2.2** The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for items 001-005 the firm quantity and FCA Free Carrier at Contractor's Canadian facility or the Contractor's Canadian Distribution Point, Incoterms 2000 for items 006-009(optional quantity) and 011 (optional familiarization instruction/training), Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

#### **4.1.3 Evaluated Aggregate 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 will be multiplied by their identified quantities to obtain the evaluated price of the firm quantity;
- b) the firm lot prices for the optional quantity will be multiplied by the identified estimated quantities to obtain the evaluated price of the optional quantity;
- c) the firm unit prices for the familiarization instruction/training (option) will be multiplied by the identified estimated quantities to obtain the evaluated price of the familiarization instruction/training (option);
- d) the sum of all evaluated prices will determine the evaluated aggregate price.

**4.2 Basis of Selection**

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

## **PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION**

Bidders must provide the required certifications and additional information 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 made knowingly or unknowingly, 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 and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

### **5.1 Certifications Required with the Bid**

Bidders must submit the following duly completed certifications as part of their bid.

#### **5.1.1 Declaration of Convicted Offences**

As applicable, pursuant to subsection Declaration of Convicted Offences of section 01 of the Standard Instructions, the Bidder must provide with its bid, a completed Declaration Form (<http://www.tpsgc-pwgsc.gc.ca/ci-if/formulaire-form-eng.html>), to be given further consideration in the procurement process.

### **5.2 Certifications Precedent to Contract Award and Additional Information**

The certifications and additional information listed below should be submitted with the bid, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Contracting Authority will inform the Bidder of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the bid non-responsive.

#### **5.2.1 Integrity Provisions – List of Names**

Bidders who are incorporated, including those bidding as a joint venture, must provide a complete list of names of all individuals who are currently directors of the Bidder.

Bidders bidding as sole proprietorship, as well as those bidding as a joint venture, must provide the name of the owner(s).

Bidders bidding as societies, firms or partnerships do not need to provide lists of names.

#### **5.2.2 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 Employment and Social Development Canada (ESDC) - Labour's website.

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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.

**5.2.3 Additional Certifications Precedent to Contract Award**

**5.2.3.1 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

**5.2.3.2 General Environmental Criteria Certification**

The Bidder must select and complete one of the following two certification statements.

- A) The Bidder certifies that the Bidder is registered or meets ISO 14001.

\_\_\_\_\_  
Bidders’ Authorized Representative Signature

\_\_\_\_\_  
Date

Or

- B) The Bidder certifies that the Bidder meets and will continue to meet throughout the duration of the contract, a minimum of four (4) out of six (6) criteria identified in the table below.

The Bidder must indicate which four (4) criteria, as a minimum, are met.

Green Practices within the Bidders’ organization	Insert a checkmark for each criterion that is met
Promotes a paperless environment through directives, procedures and/or programs	

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All documents are printed double sided and in black and white for day to day business activity unless otherwise specified by your client	
Paper used for day to day business activity has a minimum of 30% recycled content and has a sustainable forestry management certification	
Utilizes environmentally preferable inks and purchase remanufactured ink cartridges or ink cartridges that can be returned to the manufacturer for reuse and recycling for day to day business activity.	
Recycling bins for paper, newsprint, plastic and aluminum containers available and emptied regularly in accordance with local recycling program.	
A minimum of 50% of office equipment has an energy efficient certification.	

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Bidders' Authorized Representative Signature

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Date

**PART 6 - SECURITY, FINANCIAL AND OTHER REQUIREMENTS**

**6.1 Security Requirement**

There is no security requirement associated with this bid solicitation.

**6.2 Financial Capability**

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

## **PART 7 - RESULTING CONTRACT CLAUSES**

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

### **7.1 Requirement - Contract**

The Contractor must deliver six (6) Fork Lifts and ancillary items, including familiarization instruction/training, in accordance with the Purchase Description for the Electric Type Sit Down Rider Counterbalance Forklift, dated 15 June 2015 and at Annex A - Pricing.

An option is included to purchase up to thirteen (13) Fork Lifts and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

#### **7.1.1 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.

#### **7.1.2 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.

### **7.2 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.

#### **7.2.1 General Conditions**

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2010A (2015-09-03), 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.

### **7.3 Term of Contract**

#### **7.3.1 Delivery Date**

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

##### **Firm Quantity**

Item 001 – Six (6) Fork Lifts and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days from the effective date of the contract.

##### **Optional Quantity**

Item 002 - If the option is exercised, up to thirteen (13) Fork Lifts and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days after an option is exercised.

### **7.4 Authorities**

#### **7.4.1 Contracting Authority**

The Contracting Authority for the Contract is:

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Supply Specialist  
Public Works and Government Services Canada  
Acquisitions Branch  
LEFTD - HS Division  
Place du Portage, Phase III, 7B1  
Gatineau, Quebec K1A 0S5  
Telephone: 819-956-3996  
Facsimile: 819-956-5227  
E-mail address: kevin.reynolds@pwgsc.gc.ca

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

#### **7.4.2 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.

#### **7.4.3 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:

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Facsimile:

E-mail address:

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

#### **7.4.4 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:

#### **7.4.5 After Sales Service**

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

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

Name:

Address:

Telephone Number:

#### **7.5 Payment**

##### **7.5.1 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:

###### **7.5.1.1 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.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as

applicable).

**7.5.1.2 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.

The price paid will be adjusted in accordance with the exchange rate fluctuation provision (as applicable).

**7.5.1.3 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.

**7.5.1.4 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.

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

**7.5.2 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

**7.5.3 Exchange Rate Fluctuation Adjustment**

The foreign currency component (FCC) is defined as the portion of the price or rate that will be directly affected by exchange rate fluctuation. The FCC should include all related taxes, duties and other costs paid by the Bidder and which are to be included in the adjustment amount.

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2. For each line item where a FCC is identified, Canada assumes the risks and benefits for exchange rate fluctuation, as shown in the Basis of Payment. For such items, the exchange rate fluctuation amount is determined in accordance with the provision of this clause.
3. The total price paid by Canada on each invoice will be adjusted at the time of payment, based on the FCC and the exchange rate fluctuation provisions in the contract. The exchange rate adjustment amount will be calculated in accordance with the following formula:

$$\text{Adjustment} = \text{FCC} \times \text{Qty} \times (i_1 - i_0) / i_0$$

where formula variables correspond to:

**FCC**

Foreign Currency Component (per unit)

**$i_0$**

Initial exchange rate (CAN\$ per unit of foreign currency [e.g. US\$1])

**$i_1$**

exchange rate for adjustments (CAN\$ per unit of foreign currency [e.g. US\$1])

**Qty**

quantity of units

4. The initial exchange rate is typically set as the noon rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the noon rate as published by the Bank of Canada on the date the goods were delivered. For services, the exchange rate for adjustment will be the noon rate on the last business day of the month for which the services were performed. For advance payments, the exchange rate for adjustment will be the noon rate on the date the payment was due. The most recent noon rate will be used for non-business days.
6. The Contractor must indicate the total exchange rate adjustment amount (either upward, downward or no change) as a separate item on each invoice or claim for payment submitted under the Contract. Where an adjustment applies, the Contractor must submit with their invoice form [PWGSC-TPSGC 450](#), Claim for Exchange Rate Adjustments.
7. The exchange rate adjustment will only be applied where the exchange rate fluctuation is greater than 2% (increase or decrease), calculated in accordance with column 8 of form [PWGSC-TPSGC 450](#) (i.e.  $[i_1 - i_0] / i_0$ ).
8. Canada reserves the right to audit any revision to costs and prices under this clause.

## 7.6 Invoicing

### 7.6.1 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.

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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.

#### **7.6.2 Holdback**

1. Canada will apply a ten (10) percent holdback on any due payment for the vehicle/equipment/service (Items 1-5) 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.

#### **7.7 Certifications**

##### **7.7.1 Compliance**

The continuous compliance with the certifications provided by the Contractor in its bid and the ongoing cooperation in providing additional information are conditions of the Contract. Certifications are subject to verification by Canada during the entire period of the Contract. If the Contractor does not comply with any certification, fails to provide the additional information, 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.

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### 7.8 Applicable Laws - Contract

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

### 7.9 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 (2015-09-03) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Pricing;
- (d) Purchase Description for \_\_\_\_\_, dated June 15, 2015.
- (e) The Contractor's bid dated (to be inserted by PWGSC) \_\_\_\_\_, as amended (to be inserted by PWGSC) \_\_\_\_\_.

### 7.10 SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9006C	Defence Contract	2012-07-16
A9049C	Vehicle Safety	2011-05-16
A9062C	Canadian Forces Site Regulations	2011-05-16
C2800C	Priority Rating	2013-01-28
C2801C	Priority Rating - Canadian Contractors	2011-11-27
D5545C	ISO 9001:2008 Quality Management Systems - Requirements (QAC C)	2010-08-16
G1005C	Insurance	2008-05-12

### 7.11 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.

### 7.12 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.

**7.13 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.

**7.14 Delivery and Unloading**

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.

**7.15 Post-Contract Award Meeting**

Within ten (10) calendar days from the effective date of the Contract, the Contractor must contact the Contracting Authority to determine if a post-contract award meeting is required. A meeting will be convened at the discretion of the Technical Authority after contract award to review technical and contractual requirements. The Contractor shall be responsible for the preparation and distribution of the minutes of meeting within five (5) calendar days after the meeting has been held. The meeting will be held at the Contractor's facilities or at the Department of National Defence facility or via teleconference, at Canada's discretion at no additional cost to Canada, with representatives of the Contractor, the Department of National Defence and Public Works and Government Services Canada.

**7.16 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.

**7.17 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.

**7.18 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.

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## ANNEX A - PRICING

### Item 001 – Fork Lift (Firm Quantity)

The Contractor must deliver one (1) Fork Lift 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 the Electric Type Sit Down Rider Counterbalance Forklift, dated June15, 2015.

#### Configuration A

One (1) Fork Lift and ancillary items must be delivered to:

5 USS Saint Jean  
Major Equipment Section  
5EME Bon SG Approvisionnement  
USS St-Jean Hanger 103  
St-Jean Sur Richelieu, Qc  
JOJ 1R0

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

### Item 002 – Fork Lift (Firm Quantity)

The Contractor must deliver one (1) Fork Lift 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 Kit, in accordance with the attached Purchase Description for the Electric Type Sit Down Rider Counterbalance Forklift, dated June15, 2015.

#### Configuration A

One (1) Fork Lift and ancillary items must be delivered to:

BFC USS Valcartier  
Bat. 188 Garnison, Valcartier  
Courcelette, QC  
GOA 4Z0

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

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

**Item 003 – Fork Lift (Firm Quantity)**

The Contractor must deliver two (2) Fork Lifts 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, in accordance with the attached Purchase Description for the Electric Type Sit Down Rider Counterbalance Forklift, dated June15, 2015.

**Configuration B**

Two (2) Fork Lifts and ancillary items must be delivered to:

CFB ASU SUP Edmonton  
Major Equipment Section  
Replenishment Company (CMTT)  
107 Street & 137 Avenue Bldg C8  
Edmonton, AB  
T5J 4J5

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

**Item 004 – Fork Lift (Firm Quantity)**

The Contractor must deliver one (1) Fork Lift 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 the Electric Type Sit Down Rider Counterbalance Forklift, dated June15, 2015.

**Configuration C**

One (1) Fork Lift and ancillary items must be delivered to:

CFB ASU Petawawa  
Major Equipment Section  
CFB Petawawa, Ontario

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K8H 2X3

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

**Item 005 – Fork Lift (Firm Quantity)**

The Contractor must deliver one (1) Fork Lift 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 the Electric Type Sit Down Rider Counterbalance Forklift, dated June15, 2015.

**Configuration D**

One (1) Fork Lift and ancillary items must be delivered to:

CFB ASU Kingston  
Major Equipment Section  
CFB Kingston, Ontario  
K7K 5L0

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

**Item 006 – Fork Lift (Optional Quantity)**

If this option is exercised, the Contractor must deliver up to four (4) Fork Lifts 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 the Electric Type Sit Down Rider Counterbalance Forklift, dated June15, 2015.

**Configuration A**

Quantity: up to Four (4)

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

**Item 007 – Fork Lift (Optional Quantity)**

If this option is exercised, the Contractor must deliver up to four (4) Fork Lifts 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 the Electric Type Sit Down Rider Counterbalance Forklift, dated June15, 2015.

**Configuration B**

Quantity: up to Four (4)

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

**Item 008 – Fork Lift (Optional Quantity)**

If this option is exercised, the Contractor must deliver up to two (2) Fork Lifts 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 the Electric Type Sit Down Rider Counterbalance Forklift, dated June15, 2015.

**Configuration C**

Quantity: up to Two (2)

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

**Item 009 – Fork Lift (Optional Quantity)**

If this option is exercised, the Contractor must deliver up to three (3) Fork Lifts 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

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instruction/training, in accordance with the attached Purchase Description for the Electric Type Sit Down Rider Counterbalance Forklift, dated June15, 2015.

**Configuration D**

Quantity: up to Three (3)

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

**Item 010 - Transportation Cost (Optional Quantities)**

If an option is exercised in accordance with items 006,007,008 and 009 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 Fork Lifts 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 010 will not be included in the financial evaluation)

**Item 011 - Familiarization Instruction/Training (Option)**

If this option is exercised, the Contractor must provide up to thirteen (13) familiarization instruction/training, in accordance with the attached Purchase Description for the Electric Type Sit Down Rider Counterbalance Forklift, dated June15, 2015.

**Configuration A**

Quantity: up to Four (4)

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

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**Configuration B**

Quantity: up to Four (4)

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

**Configuration C**

Quantity: up to Two (2)

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

**Configuration D**

Quantity: up to Three (3)

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

**Item 012 - Travel and Living Expenses – National Joint Council Directive, 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)

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

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

(Item 012 will not be included in the financial evaluation)

**Item 013 – 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 013 will not be included in the financial evaluation)



**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.

**The Canadian Forces Material Handling Equipment**

**Purchase Description (PD) for the Electric Type Sit Down Rider Counterbalance Forklift**

15 June 2015

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

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

**Canada**

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1. **SCOPE**

1.1 **Scope** - This Purchase Description covers the requirements for electric motor driven, 3 or 4 wheel, counterbalance, sit-down rider forklift trucks.

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

1.2.1 Requirements, which are identified by the word "**shall**", are mandatory. Deviations will not be permitted;

1.2.2 Requirements identified by "**shall<sup>(E)</sup>**" are mandatory. The **Technical Authority** will consider substitutes/alternatives for acceptance as an **Equivalent**;

1.2.3 Requirements identified with a "will" define actions to be performed by Canada and require no action/obligation on the Contractor's part;

1.2.4 Where "**shall**", "**shall<sup>(E)</sup>**", or "will" are not used, the information provided is for guidance only;

1.2.5 In this document "provided" shall mean "provided and installed";

1.2.6 Where a standard is specified and the Contractor has offered an **Equivalent**, that **Equivalent** standard shall be supplied by the Contractor, upon request;

1.2.7 Where technical certification is referred to in this Purchase Description, a copy of the certification or an acceptable proof of compliance shall be provided for the equipment when requested by the **Technical Authority** up until the date of the expiration of the warranty period;

1.2.8 While the SI system is used as the primary system of measurement to define requirements in this Purchase Description, both the SI system and the Standard system of measurements are usually indicated. Conversions from one system of measurement to the other may not be exact; and

1.2.9 Dimensions stated as nominal shall be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.

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

1.3.1 "Technical Authority" - The government official responsible for technical content of this requirement; and

1.3.2 "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.

1.4 **Requirements Summary Table** - Vehicles covered by this Purchase Description are represented as Configurations. The following table shows required performance and dimensions by Configuration:

CHARACTERISTIC	CLAUSE	UNITS	CONFIGURATION			
			A	B	C	D
EE SAFETY RATING	3.3.4					✓
NUMBER OF WHEELS	3.4.1 (a)		3	3	4	4
LIFT CAPACITY	3.4.2 (a)	kg	1,814	1,814	1,814	2,268
		lbs	4,000	4,000	4,000	5,000
LIFT HEIGHT	3.4.2 (d)	mm	4,699	4,699	5,334	4,699
		inches	185	185	210	185
VEHICLE HEIGHT	3.4.2 (e)	mm	2,006	2,235	2,413	2,108
		inches	78	88	95	83
SIDE SHIFT	3.5 (d) - iii	mm	50	50	50	50
		inches	2	2	2	2
SUSPENSION SEAT	3.6 (e)			✓	✓	✓
LUG THREAD TIRES	3.12 (d)		✓			✓
PNEUMATIC TIRES	3.12 (e)			✓	✓	
BATTERY CAPACITY	3.15 (b)	kWh	24	29.5	29.5	29.5
FAMILIARIZATION	4.2 (a)		✓		✓	✓
TROUBLE SHOOTING	4.2 (b)		✓		✓	✓

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## **2. APPLICABLE DOCUMENTS**

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

**2.2 Other Publications** - The following documents form part of this Purchase Description. Websites for the organization are given when available. Unless otherwise specified, the issue or amendment of documents effective for this Purchase Description shall be those in effect on the date of manufacture. Sources are as shown:

#### **2.2.1 CAN/CSA Standards**

CAN/CSA B335                      Safety Standards for Lift Trucks

Canadian Standards Association (CSA)

5060 Spectrum Way, Mississauga, Ontario, L4W 5N6

<http://www.csa.ca/Default.asp?language=English>

#### **2.2.2 UL Standards**

UL 583 Standards for Safety, Electric Battery Powered  
Industrial Trucks

Underwriters' Laboratories of Canada

7 Crouse Road, Scarborough, Ontario, M1R 3A9

<http://www.ulc.ca/>

#### **2.2.3 Hazardous Products Act**

Government of Canada / Department of Justice

<http://laws-lois.justice.gc.ca/eng/acts/H-3/>

#### **2.2.4 ANSI B56.1**

Safety Standards for Low Lift and High Lift Trucks

American National Standards Institute

1899 L Street, NW, 11<sup>th</sup> Floor, Washington, DC, 20036

<http://www.ansi.org/>

#### **2.2.5 ISO 5353**

Earth-moving machinery, and tractors and machinery for  
agriculture and forestry - Seat index point

International Organisation for Standardisation

ISO Central Secrétariat

1, ch. de la Voie-Creuse, CP 56

CH 1211 Geneva 20, Switzerland

<http://www.iso.org/iso/home.htm>

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### 2.2.6 **Yearbook**

Tire and Rim Association Inc.,  
175 Montrose West Avenue, Suite 150,  
Copley, Ohio, 44321  
<http://www.us-tra.org/index.html>

### 2.2.7 **SAE Standards**

SAE World Headquarters  
400 Commonwealth Dr, Warrendale, PA, 15096-0001  
<http://www.sae.org>

## 3. **REQUIREMENTS**

### 3.1 **Standard Design**

- 3.1.1 The vehicle **shall** be the latest model from a manufacturer who has demonstrated acceptability by manufacturing and selling this type and size class of vehicle for no less than one (1) year;
- 3.1.2 The vehicle **shall** have engineering certification available, upon demand, for this application from the original equipment manufacturers (OEM) of major equipment systems and assemblies;
- 3.1.3 The vehicle **shall** conform to all applicable laws, regulations and industrial standards governing manufacture, safety, noise levels and emissions in effect in Canada at the time of manufacture;
- 3.1.4 The vehicle **shall** have systems and components not operating at greater than their ratings published by the systems or components manufacturers; and
- 3.1.5 The vehicle **shall** include all components, equipment and accessories normally supplied for the model offered, although they may not be specifically described in this Purchase Description.

### 3.2 **Operating Conditions**

- 3.2.1 **Weather** - The vehicle **shall** start and operate under weather conditions found in Canada in temperatures ranging from 0 to 40° C (32 to 104° F).
- 3.2.2 **Terrain** - The vehicle **shall** be capable of being operated on use-roughened concrete floors while being used for stacking, un-stacking and moving general supplies in warehouses.

### 3.3 **Safety Standards**

- 3.3.1 **Vehicle Safety** - All vehicle design, construction and safety aspects **shall** be in accordance with CSA B335 or an **Equivalent**.

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3.3.2 **Hazardous Materials** - The Contractor *shall* minimize or eliminate the use of hazardous materials, ozone depleting substances, polychlorinated biphenyls, asbestos and heavy metals (as described in the Hazardous Products Act of Canada) used in the manufacture and assembly of the product supplied.

3.3.3 **"E" Rating**

- (a) The vehicle *shall* be manufactured to meet the requirements of an "E" Rating in accordance with Standard UL 583, or an **Equivalent**; and
- (b) The UL or **Equivalent** certification *shall* be provided to the **Technical Authority**, upon request.

3.3.4 **"EE" Safety Rating** - The safety ratings listed in the following paragraphs *shall* be provided on the vehicle, upon request:

- (a) The vehicle *shall* be provided with a label attesting to the vehicle being built and certified to the "EE" rating in accordance with standard UL 583, or an **Equivalent**, in lieu of the "E" rating (paragraph 3.3.3); and
- (b) The label *shall* be permanently affixed to the vehicle before delivery.

3.4 **Vehicle** - The vehicle *shall* be a battery-powered sit down rider type forklift.

3.4.1 **Vehicle Configuration**

- (a) The vehicle *shall* have the number of wheels given as "**NUMBER OF WHEELS**" in the Requirement Summary Table (paragraph 1.4); and
- (b) 3-wheel vehicles *shall* have a single steer wheel or a pair of wheels which are pivoted together.

3.4.2 **Performance**

- (a) The vehicle *shall* have a load capacity of no less than that given as "**LIFT CAPACITY**" in the Requirements Summary Table (paragraph 1.4) at the load centre of that given as "**LOAD CENTRE**" in the Requirement Summary Table (paragraph 1.4);
- (b) The load capacity *shall* not de-rate to below specified load capacity before a load lift height of 3,810 mm (150 inches);
- (c) The load capacity *shall* not be de-rated below the rated load capacity while side shifter is in use;
- (d) The vehicle *shall* have a lift height of no less than that given as "**LIFT HEIGHT**" in the Requirements Summary Table (paragraph 1.4), measured from the floor to the top of the forks with the mast in an extended vertical position; and

- 
- (e) The vehicle, with the mast in the vertical position, **shall** pass under a horizontal beam with a height above ground level of that given as "VEHICLE HEIGHT" in the Requirements Summary Table (paragraph 1.4).

### 3.5 Attachments and Accessories

#### (a) Mast

- i The vehicle **shall** be provided with a see-through telescopic mast;
- ii When the operator is seated, no less than the tip of one fork **shall** be visible at all lift heights;
- iii The mast **shall** have full free lift; and
- (iv) The vehicle **shall** be provided with a power mechanism that tilts the mast fore and aft of vertical.

#### (b) Forks

- i The vehicle **shall** be provided with manufacturer's forks having a nominal length of either 1,016 mm (40 inches) or 1,066 mm (42 inches);
- ii Forks with nominal lengths of 914 (36 inches) or 1,219 mm (48 inches) **shall** be provided, upon request; and
- iii The vehicle **shall** be provided with manufacturer's forks having taper ends on the underside of the forks.

#### (c) Backrest

- i The vehicle **shall** be provided with the manufacturer's load backrest;
- ii The upper part of the load backrest **shall** be removable; and
- iii It is preferred that the backrest has a nominal height of 1,219 mm (48 inches).

#### (d) Integrated Fork Positioning Side Shifter

- i The vehicle **shall** be provided with a fork-positioning side shifter;
- ii The fork-positioning attachment **shall** increase/decrease the spacing between the unloaded forks; and
- iii The side shifter **shall** be capable of side shifting fully loaded forks simultaneously to either side by that given as "SIDE SHIFT" in the Requirements Summary Table (paragraph 1.4).

#### (e) Fire Extinguisher

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- i A fire extinguisher for electric vehicles, weighing no less than 1 kg (2.2 lb), **shall** be provided;
  - ii The fire extinguisher **shall** be installed to be readily accessible to the operator; and
  - iii The fire extinguisher **shall** not interfere with operation of the vehicle or the operator's view.

(f) **Fork Tine Position Guide**

- i The vehicle **shall** be provided with a fork tine position guide;
- ii The fork tine position guide **shall** be permanently attached to the forklift carriage;
- iii The fork tine position guide **shall** use a laser to create a line that shows the level of the top of the fork tines;
- iv The fork tine position guide **shall** be connected to the vehicle electrical system;
- v The fork tine position guide **shall** automatically turn off when the vehicle is turned off; and
- vi The fork tine position guide **shall** automatically turn off when the forks are within 2,130 mm (84 inches) of ground level.

3.6 **Operator Station**

(a) **Overhead Guard**

- i The vehicle **shall** be provided with a driver's overhead guard with wire mesh or **Equivalent** mounted to protect operator; and
- ii The height from the seat point index to the underside of the overhead guard **shall** be no less than 890 mm (35 inches) in accordance with the recommendation in ANSI B56.1 when measured in accordance with ISO 5353.

(b) **Seat** - The vehicle **shall** be provided with a padded operator's seat and backrest, provided with seat belts;

(c) **Mirrors** - The vehicle **shall** be provided with rear view mirrors providing a full view for safe reverse operations; and

(d) **Suspension Seat**

- i When specified in the Requirements Summary Table (paragraph 1.4), the vehicle **shall** be provided with a padded full suspension seat and backrest;
- ii It is preferred that the seat be cloth covered;

- 
- iii The suspension seat **shall** be provided with seat belts conforming, as a minimum, to SAE J386; and
  - iv The suspension seat **shall** be provided with fore/aft and vertically adjustment without the operator having to move from a seated position.
- 3.7 **Chassis** - The vehicle's chassis **shall** be a chassis for a vehicle of this type and size.
- 3.8 **Motors** - The vehicle **shall** be provided with an electric motor for a vehicle of this type and size.
- 3.9 **Transmission** - The vehicle **shall** be provided with manufacturer's drive system for a vehicle of this type and size.
- 3.10 **Brake System** - The braking system **shall** conform to CSA B335, or an **Equivalent**.
- 3.11 **Steering** - The vehicle **shall** be provided with the manufacturer's steering system for a vehicle of this type and size.
- 3.12 **Tires**
- (a) The vehicle **shall** be provided with manufacturer's smooth face press-on tires;
  - (b) Wheels and tires **shall** be selected from sizes, load, and speed ratings listed in the Year Book of the Tire and Rim Association;
  - (c) The tread material **shall** be optimized for use on an electric forklift;
  - (d) When specified in the Requirement Summary Table (paragraph 1.4), the vehicle **shall** be provided with lug tread tires, in lieu of the standard tires (paragraph 3.12(a)); and
  - (e) When specified in the Requirement Summary Table (paragraph 1.4), the vehicle **shall** be provided with pneumatic tires, in lieu of the standard tires (paragraph 3.12(a));
- 3.13 **Controls** - The vehicle **shall** be provided with controls readily accessible to the operator including an infinitely variable speed controller with convenient right foot operation.
- 3.14 **Instruments**
- (a) The vehicle **shall** be provided with manufacturer's instruments; and
  - (b) The instruments **shall** be provided with a hour-meter with numerical read-out which records accumulated running time up to 9,999 hours and a battery state-of-charge indicator with lift interrupt.
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#### 3.14.1 Weigh Scale

- (a) The vehicle **shall** be provided with a weigh scale with 2 percent accuracy at forklift capacity; and
- (b) The weigh scale **shall** be provided with a digital readout with zeroing capability.

#### 3.15 Electrical System

- (a) The vehicle **shall** be provided with no less than 24 volts batteries;
- (b) Batteries **shall** have a capacity of no less than "**BATTERY CAPACITY**" as given in the Requirements Summary Table (paragraph 1.4);
- (c) The vehicle **shall** be provided with a backup alarm to alert personnel that the vehicle is in back-up mode.
- (d) The vehicle **shall** be provided with a battery charger for a 600V, three phase, 60 Hz power source;
- (e) The vehicle **shall** be provided with a battery charger for a 220V/three phase or 220V/single phase, 60 Hz power source in lieu of charger specified in 3.15(d), upon request;
- (f) The vehicle **shall** be supplied with a hose for refilling the water reservoir for the battery watering system;
- (g) The hose with quick connect attachment **shall** be suitable for use with the watering system provided for the batteries as specified in paragraph 3.15 (a); and
- (h) The vehicle **shall** be provided with battery compartment rollers to allow the rapid changing of the batteries.

#### 3.16 Lighting

- (a) The vehicle **shall** be provided with the manufacturer's lighting package;
- (b) Work Lights
  - i The vehicle **shall** be provided with two adjustable forward facing LED lamps and one adjustable rear-facing LED lamp; and
  - ii The work lights **shall** provide sufficient illumination for safe forward and reverse operations of vehicle.
- (c) Flashing Beacon
  - i The vehicle **shall** be provided with a red flashing beacon light mounted on the rear of the vehicle; and
  - ii The beacon **shall** be activated when the vehicle travels in reverse.

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3.17 **Hydraulic System**

- (a) The hydraulic system **shall** be provided with all components required for the operation of the hydraulic equipment specified, including pump, reservoir, filters and control valves; and
- (b) The hydraulic reservoir **shall** be provided with a visual oil level indication.

3.18 **Lubricants and Hydraulic Fluids**

- (a) The vehicle **shall** operate using synthetic non-proprietary lubricants and hydraulic fluids; and
- (b) Grease fittings **shall** conform to SAE J534 or an **Equivalent**.

3.19 **Paint** - The vehicle **shall** be painted using the manufacturer's commercial painting system and in the manufacturer's commercial colours.

3.20 **Identification** - The manufacturer's name, model and vehicle serial number **shall** be permanently marked in a conspicuous and protected location.

3.21 **Vehicle Delivery Condition**

- (a) The vehicle **shall** be delivered to destination in a fully operational condition (serviced and adjusted) and both the interior and exterior **shall** be cleaned;
- (b) If the vehicle requires assembly at destination, the Contractor **shall** be responsible for all manpower and equipment to perform assembly;
- (c) The space for assembly at destination will be provided, if required;
- (d) For shipment verification, items such as wheel wrenches, jacks, and all other tools, equipment and accessories, which are shipped loose, **shall** be listed on the shipping certificate or to an attached packing note; and
- (e) Lubricant viscosity provided **shall** be suitable for the destination and the season of delivery.

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#### 4. Integrated Logistic Support Items

##### 4.1 Documentation and Integrated Logistic Support Items

###### 4.1.1 Items Supplied with Each Vehicle

###### (a) Operator's Manuals

- i An operator's manual for the safe vehicle operation including all supplied attachments **shall** be supplied;
- ii The operator's manual **shall** be supplied in a bilingual format or as two (2) manuals (one (1) English, and one (1) French) in a single binder;
- iii In addition to the paper copy of the operator's manual, a digital copy on a CD, DVD or **Equivalent shall** be supplied;
- iv The CD or DVD **shall** be permanently and legibly labeled with the list of contents; and
- v The digital copy **shall** not require a password or an Internet connection to be functional.

###### (b) Maintenance (Shop Repair) Manuals

- i Electronic (preferably in PDF or MS Word format) maintenance manuals in bilingual format, required for maintenance and repair of the vehicle, **shall** be provided;
- ii The electronic format **shall** not require a password or an Internet connection to be functional; and
- iii The electronic maintenance manuals **shall** include a parts manual.

###### (c) Warranty Letter

- i A paper copy of the completed bilingual warranty letter in the approved format with each vehicle shipped **shall** be supplied;
- ii The **Technical Authority** will supply a template of an approved warranty letter to the Contractor, upon request;
- iii The Contractor **shall** supply a complete description of the warranty in the warranty letter with the requested warranty terms and any system or sub system warranty that exceeds the minimum requested in the contractual documents;
- iv The warranty letter **shall** include the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada; and

- 
- v Designated warranty providers **shall** honour the warranty letter.

(d) **Initial Parts Kit**

- i One (1) initial parts kit **shall** be provided; and
- ii The initial parts kit **shall** include a complete set of filters and filter elements from the Original Equipment Manufacturer (OEM).

(e) **Material Safety Data Sheets**

- i A set of material safety data sheets **shall** be supplied; and
- ii The material safety data sheets **shall** be the same as those supplied to the **Technical Authority** as per paragraph 4.1.2 (e).

4.1.2 **Documents Supplied to the Technical Authority**

(a) **Data Summary**

- i A bilingual data summary **shall** be supplied for each configuration with data and a vehicle picture;
- ii The **Technical Authority** will supply a template of an approved data summary to the Contractor;
- iii The Contractor **shall** supply the information requested for all accessories and features for the equipment Configuration;
- iv The Contractor **shall** submit a digital copy (MS Word) of the completed data summary to the **Technical Authority** for approval; and
- v Data summary approval or comments will be supplied within 30 working days of receipt.

(b) **Manuals for Approval**

- i A set of manuals for each configuration, in digital format, including the operator, parts and maintenance (shop repair) manuals **shall** be supplied. Manuals may cover more than one configuration;
- ii Manuals **shall** conform with the requirements of C-01-100-100/AG-001 (Acceptance of Commercial and Foreign Government Publications as Adopted Publications). The **Technical Authority** will supply C-100-100/AG-001 to the Contractor, upon request;
- iii The set of manuals **shall** include manuals for all the specified accessories and features for the configuration. Accessory manuals may be included as supplements to the vehicle manuals;

- 
- iv Manuals will not be returned; and
  - v Manual approval or comments will be supplied within 30 working days of receipt.
- (c) **Photographs and Line Drawings**
- i Two (2) digital colour photographs, one (1) left-front three-quarter view, and one (1) right-rear three-quarter view of each configuration **shall** be supplied;
  - ii One (1) digital colour photograph of each attachment taken at the three-quarter view that best illustrates the attachment **shall** be supplied;
  - iii One (1) front-view and one (1) side-view line drawing showing dimensions of the vehicle **shall** be supplied. Brochure line drawings are acceptable;
  - iv Photographs **shall** have a plain uncluttered background;
  - v Photographs **shall** be in a JPEG (Joint Photographic Experts Group) format; and
  - vi Photographs **shall** have a resolution of no less than ten (10) Mega pixels.
- (d) **Initial Parts Kit List** - A list of the parts included in the initial parts kit specified in paragraph 4.1.4(a) for each configuration **shall** be supplied;
- (e) **Material Safety Data Sheets**
- i The Contractor **shall** supply a list of all hazardous materials used on the vehicle;
  - ii If there are no hazardous materials used, this **shall** be stated on the list; and
  - iii The Contractor **shall** supply material safety data sheets of all hazardous materials on the list.
- (f) **Training Plan(s)** - The Contractor **shall** supply a training plan for approval, for each of the training requirements listed in paragraph 4.2.
- 4.1.3 **Distribution of copies of Warranty Letter** - For vehicles shipped to DND, a bilingual copy of the warranty letter, in electronic format, **shall** be supplied to the **Technical Authority**.
- 4.1.4 **Additional Items** - The items listed in the following paragraphs **shall** be supplied with the vehicle, upon request, as indicated in the Requirements Summary Table (paragraph 1.4).
- (a) **Initial Parts Kit**
- i One (1) initial parts kit **shall** be supplied; and

- 
- ii The initial parts kit **shall** include a complete set of parts, including filters and filter elements required by the Original Equipment Manufacturer (OEM) for the first year of scheduled maintenance.

4.2 **Training** - The training listed in the following paragraphs **shall** be supplied with the vehicle, upon request, as specified in the Requirements Summary Table (paragraph 1.4).

(a) **Training - Familiarization**

- i The Contractor **shall** supply a familiarization course;
- ii The instructor **shall** be an OEM Factory Certified Training Provider;
- iii The familiarization course **shall** include operation and maintenance segments demonstrating all safety measures required for safe vehicle use, instructions on the use of all features and accessories provided and maintenance;
- iv The instructor **shall** supply responses to questions;
- v The familiarization course **shall** include 1-day (8 hours) of training;
- vi The familiarization course **shall** accommodate up to eight (8) personnel;
- vii The familiarization course **shall** be provided at the delivery destination;
- viii The familiarization course **shall** be in the official language requested;
- ix The date for the familiarization course **shall** be arranged with the **Technical Authority**;
- x After completion of the familiarization course, the Contractor **shall** have the "PROOF OF FAMILIARIZATION" certificate signed by the senior course attendee; and
- xi The **Technical Authority** will supply the "PROOF OF FAMILIARIZATION" document template in a digital format.

(b) **Training - Troubleshooting**

- i The Contractor **shall** supply a troubleshooting course;
- ii The instructor **shall** be an OEM Factory Certified Training Provider;
- iii The troubleshooting course **shall** include detailed testing, troubleshooting, problem analysis and adjustments training;

- 
- iv The troubleshooting course **shall** have a minimum duration of eight (8) hours;
  - v The troubleshooting course **shall** accommodate up to eight (8) persons;
  - vi The troubleshooting course **shall** be supplied at the delivery destination;
  - vii The troubleshooting course **shall** be in the official language requested;
  - viii The date for the troubleshooting course **shall** be arranged with the **Technical Authority**;
  - ix After completion of the troubleshooting course, the Contractor **shall** have the "PROOF OF FAULT DETECTION TRAINING" certificate signed by the senior course attendee; and
  - x The **Technical Authority** will supply the "PROOF OF FAULT DETECTION TRAINING" document template in a digital format.

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**TECHNICAL INFORMATION QUESTIONNAIRE**  
**For**  
**Electric Type Sit Down Rider Counterbalance Forklift**  
**Configuration - A**

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

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

Bidders should 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 \_\_\_\_\_

Date \_\_\_\_\_

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**Substitutes/Alternatives**

Are any substitutes/alternatives offered as **Equivalent**? YES  NO

If yes, please identify all equipment substitutes/alternatives offered as **Equivalents** below:

**NOTE: Proof of Compliance shall** be provided for all items offered as a substitute or alternative.

Proposed Vehicle: Make \_\_\_\_\_ - Model \_\_\_\_\_

**SPECIFICATION PARAGRAPHS**

3.4.1 **Vehicle Configuration - Proof of Compliance**

(a) Number of wheels on page \_\_\_\_\_ of document \_\_\_\_\_

3.4.2 **Performance - Proof of Compliance**

(a) Lift capacity on page \_\_\_\_\_ of document \_\_\_\_\_

(d) Lift height on page \_\_\_\_\_ of document \_\_\_\_\_

(e) Vehicle height on page \_\_\_\_\_ of document \_\_\_\_\_

3.5 **Attachments and Accessories**

(a-iv) **Mast Tilt - Proof of Compliance**

Proposed Mast: Model \_\_\_\_\_

Vehicle mast-tilt on page \_\_\_\_\_ of document \_\_\_\_\_

(d) **Integrated Fork Positioning Side Shifter - Proof of Compliance**

This information on page \_\_\_\_\_ of document \_\_\_\_\_

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**DEFINITIONS**

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

- (a) "**Equivalent**" *shall* mean a standard, means, or component type, which the **Technical Authority** has approved for this requirement, in writing, as meeting the specified requirements for fit, form, function and performance; and
  
- (b) "**Proof of Compliance**" *shall* mean 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.

**TECHNICAL INFORMATION QUESTIONNAIRE**  
**For**  
**The Electric Type Sit Down Rider Counterbalance Forklift**  
**Configuration - B**

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

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

Bidders should 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 \_\_\_\_\_

Date \_\_\_\_\_

---

**Substitutes/Alternatives**

Are any substitutes/alternatives offered as **Equivalent**? YES  NO

If yes, please identify all equipment substitutes/alternatives offered as **Equivalents** below:

**NOTE: Proof of Compliance shall** be provided for all items offered as a substitute or alternative.

Proposed Vehicle: Make \_\_\_\_\_ - Model \_\_\_\_\_

**SPECIFICATION PARAGRAPHS**

3.4.1 **Vehicle Configuration** - *Proof of Compliance*

(a) Number of wheels on page \_\_\_\_\_ of document \_\_\_\_\_

3.4.2 **Performance** - *Proof of Compliance*

(a) Lift capacity on page \_\_\_\_\_ of document \_\_\_\_\_

(d) Lift height on page \_\_\_\_\_ of document \_\_\_\_\_

(e) Vehicle height on page \_\_\_\_\_ of document \_\_\_\_\_

3.5 **Attachments and Accessories**

(a-iv) **Mast Tilt** - *Proof of Compliance*

Proposed Mast: Model \_\_\_\_\_

Vehicle mast-tilt on page \_\_\_\_\_ of document \_\_\_\_\_

(d) **Integrated Fork Positioning Side Shifter** - *Proof of Compliance*

This information on page \_\_\_\_\_ of document \_\_\_\_\_

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**DEFINITIONS**

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

- (a) "**Equivalent**" *shall* mean a standard, means, or component type, which the **Technical Authority** has approved for this requirement, in writing, as meeting the specified requirements for fit, form, function and performance; and
  
- (b) "**Proof of Compliance**" *shall* mean 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.

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**TECHNICAL INFORMATION QUESTIONNAIRE**  
**For**  
**The Electric Type Sit Down Rider Counterbalance Forklift**  
**Configuration - C**

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

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

Bidders should 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 \_\_\_\_\_

Date \_\_\_\_\_

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**Substitutes/Alternatives**

Are any substitutes/alternatives offered as **Equivalent**? YES  NO

If yes, please identify all equipment substitutes/alternatives offered as **Equivalents** below:

**NOTE: Proof of Compliance shall** be provided for all items offered as a substitute or alternative.

Proposed Vehicle: Make \_\_\_\_\_ - Model \_\_\_\_\_

**SPECIFICATION PARAGRAPHS**

3.4.1 **Vehicle Configuration - Proof of Compliance**

(a) Number of wheels on page \_\_\_\_\_ of document \_\_\_\_\_

3.4.2 **Performance - Proof of Compliance**

(a) Lift capacity on page \_\_\_\_\_ of document \_\_\_\_\_

(d) Lift height on page \_\_\_\_\_ of document \_\_\_\_\_

(e) Vehicle height on page \_\_\_\_\_ of document \_\_\_\_\_

3.5 **Attachments and Accessories**

(a-iv) **Mast Tilt - Proof of Compliance**

Proposed Mast: Model \_\_\_\_\_

Vehicle mast-tilt on page \_\_\_\_\_ of document \_\_\_\_\_

(d) **Integrated Fork Positioning Side Shifter - Proof of Compliance**

This information on page \_\_\_\_\_ of document \_\_\_\_\_

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**TECHNICAL INFORMATION QUESTIONNAIRE**  
**For**  
**The Electric Type Sit Down Rider Counterbalance Forklift**  
**Configuration - D**

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

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

Bidders should 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 \_\_\_\_\_

Date \_\_\_\_\_

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**Substitutes/Alternatives**

Are any substitutes/alternatives offered as **Equivalent**? YES  NO

If yes, please identify all equipment substitutes/alternatives offered as **Equivalents** below:

**NOTE: Proof of Compliance shall** be provided for all items offered as a substitute or alternative.

Proposed Vehicle: Make \_\_\_\_\_ - Model \_\_\_\_\_

**SPECIFICATION PARAGRAPHS**

3.4.1 **Vehicle Configuration** - *Proof of Compliance*

(a) Number of wheels on page \_\_\_\_\_ of document \_\_\_\_\_

3.4.2 **Performance** - *Proof of Compliance*

(a) Lift capacity on page \_\_\_\_\_ of document \_\_\_\_\_

(d) Lift height on page \_\_\_\_\_ of document \_\_\_\_\_

(e) Vehicle height on page \_\_\_\_\_ of document \_\_\_\_\_

3.5 **Attachments and Accessories**

(a-iv) **Mast Tilt** - *Proof of Compliance*

Proposed Mast: Model \_\_\_\_\_

Vehicle mast-tilt on page \_\_\_\_\_ of document \_\_\_\_\_

(d) **Integrated Fork Positioning Side Shifter** - *Proof of Compliance*

This information on page \_\_\_\_\_ of document \_\_\_\_\_

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