



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

Title - Sujet Rough Terrain Forklift	
Solicitation No. - N° de l'invitation W8476-165459/A	Date 2016-02-04
Client Reference No. - N° de référence du client W8476-165459	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-597-69008	
File No. - N° de dossier hs597.W8476-165459	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2016-03-16	
Time Zone Fuseau horaire Eastern Daylight Saving Time EDT	
F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input type="checkbox"/>	
Address Enquiries to: - Adresser toutes questions à: Bourassa, Chantal	Buyer Id - Id de l'acheteur hs597
Telephone No. - N° de téléphone (873) 469-3362 ()	FAX No. - N° de FAX (819) 956-5227
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: Specified Herein Précisé dans les présentes	

Instructions: See Herein

Instructions: Voir aux présentes

Vendor/Firm Name and Address

**Raison sociale et adresse du
fournisseur/de l'entrepreneur**

Issuing Office - Bureau de distribution

Industrial Vehicles & Machinery Products Division
11 Laurier St./11, rue Laurier
7B1, Place du Portage, Phase III
Gatineau
Québec
K1A 0S5

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

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PART 1 - GENERAL INFORMATION

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

1.2 Summary

The Department of National Defence has a requirement to purchase fourteen (14) Rough Terrain Forklift and ancillary items and training in accordance with Purchase Description for Rough Terrain, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down rider Type Forklift Trucks, dated 13 January 2016, to be delivered to CFB Gagetown, NB, CFB Valcartier, Qc, CFB Petawawa, Ont, CFB Edmonton, Alb. and CFB Shilo, Man and as described at Annex A - Pricing.

Training language as follows:

CFB Edmonton: English
CFB Shilo: English
CFB Petawawa: English
CFB Gagetown: English
CFB Valcartier: French

The requirement also includes an option to purchase up to fourteen (14) additional vehicles, ancillary items and training to be exercised within twelve (12) months from the effective date of the contract.

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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

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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^(E)" is indicated in the technical requirement description (Purchase Description/Statement of Requirement/Statement of Work).

1. Substitutes and alternatives that are equivalent in form, fit, function, 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.

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 July 15, 2016, the best delivery that could be offered is as follows:

Item 001 – fourteen (14) Rough Terrain Forklifts 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 fourteen (14) Rough Terrain Forklifts 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

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Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

Delivery follow-up

Name: _____
Telephone No.: _____
Facsimile No.: _____
E-mail address: _____

3.1.5 After Sales Service – Destination A – Gagetown, NB

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.: _____

Destination B – Valcartier, Qc

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.: _____

Destination C – Petawawa, Ont.

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: _____

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Address: _____
Telephone No.: _____

Destination D – Edmonton, Alb.

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.: _____

Destination E – Shilo Man.

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**. 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.

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 for items 001, 002 and 004.

4.1.2.2 The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, for item 001 the firm quantity and FCA Free Carrier at Contractor's Canadian facility or the Contractor's Canadian Distribution Point, Incoterms 2000 for items 002 (optional quantity) and 004 (optional 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 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 their identified estimated quantity quantities to obtain the evaluated price of the optional quantity;
- c) the firm unit prices for the training (option) will be multiplied by their identified estimated quantity 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.

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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-iff/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

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(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.

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

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

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

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.

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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	
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.	

Bidders' Authorized Representative Signature

Date

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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

SACC Reference	Title	Date
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 fourteen (14) Rough Terrain Forklifts and ancillary items, including training, in accordance with the Purchase Description for Rough Terrain, All-Wheel Drive and All-Wheel Steering, Diesel Engine Driven, Sit Down rider Type Forklift Trucks, dated 13 January 2016, and at Annex A - Pricing.

An option is included to purchase up to fourteen (14) vehicles 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

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:

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 – fourteen (14) Rough Terrain Forklifts and ancillary items must be delivered within to be inserted by PSPC weeks/calendar days from the effective date of the contract.

Optional Quantity

Item 002 - If the option is exercised, up to fourteen (14) vehicles and ancillary items must be delivered within to be inserted by PSPC weeks/calendar days after an option is exercised.

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7.4 Authorities

7.4.1 Contracting Authority

The Contracting Authority for the Contract is:

Chantal Bourassa
Supply Officer
Public Services and Procurement Canada
Acquisitions Branch
LEFTD - HS Division
Place du Portage, Phase III, 7B1
Gatineau, Quebec K1A 0S5
Telephone: 873-469-3362
Facsimile: 819-956-5227
E-mail address: chantal.bourassa@pwgsc-tpsgc.gc.ca

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

7.4.2 Procurement Authority

The Procurement Authority for the contract is:

To be inserted by PSPC

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:

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To be inserted by PSPC

National Defence Headquarters
Mgen. George R. Pearkes Building
101 Colonel By Drive
Ottawa, Ontario K1A 0K2
Telephone:
Facsimile:
E-mail address:

The Technical Authority is the representative of the department or agency for whom the Work is being carried out under the Contract and is responsible for all matters concerning the technical 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 PSPC
Telephone No.:
Facsimile No.:
E-mail address:

Delivery follow-up

Name: To be inserted by PSPC
Telephone No.:
Facsimile No.:
E-mail address:

7.4.5 After Sales Service – Destination A – Gagetown, NB

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 PSPC km

Name:
Address:
Telephone Number:

Destination B – Valcartier, Qc

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:

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

Name:
Address:
Telephone Number:

Destination C – Petawawa, Ont.

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 PSPC km

Name:
Address:
Telephone Number:

Destination D – Edmonton, Alb

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 PSPC km

Name:
Address:
Telephone Number:

Destination B – Shilo, Man.

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 PSPC 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

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

7.5.3 Exchange Rate Fluctuation Adjustment

1. 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.
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:

Adjustment = FCC x Qty x ($i_1 - i_0$) / 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.
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.

7.6.2 Holdback

1. Canada will apply a ten (10) percent holdback on any due payment for the vehicle/equipment/service (Items 001 to 004) 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.

7.7.2 Federal Contractors Program for Employment Equity - Default by the Contractor

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

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 Rough Terrain, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks, dated 13 January 2016;
- (e) Annex B - Federal Contractors program for employment equity – Certification;
- (f) The Contractor's bid dated (to be inserted by PSPC) _____, as amended (to be inserted by PSPC) _____.

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
D5510C	Quality Assurance Authority - (DND) - Canadian Based Contractor	2014-06-26
D5515C	Quality Assurance Authority (DND) - Foreign-based and United States Contractor	2010-01-11
D5540C	ISO 9001:2008 Quality Management Systems -	2010-08-16

	Requirements (QAC Q)	
D5604C	Release Document (DND) - Foreign Based Contractor	2008-12-12
D5605C	Release Documents (DND) - United States-based Contractor	2010-01-11
D5606C	Release Documents (DND) - Canadian-based Contractor	2012-07-16
G1005C	Insurance	2016-01-28

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 its representative. Should any report, document, good or service not be in accordance with the requirements of the Purchase Description and to the satisfaction of the Inspection Authority, as submitted, the Inspection Authority will have the right to reject it or require its correction at the sole expense of the Contractor before recommending payment.

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.
3. The fuel tanks shall be at least half full prior to release of vehicle(s) to DND personnel.

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 Release Documents - Distribution

The Contractor must prepare the release documents in a current electronic format and distribute them as follows:

One (1) copy mailed to consignee marked: "Attention: Receipts Officer";

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Two (2) copies with shipment (in a waterproof envelope) to the consignee;

One (1) copy to the Contracting Authority;

One (1) copy to:

National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
Attention:

One (1) copy to the Quality Assurance Representative;

One (1) copy to the Contractor; and

For all non-Canadian contractors, one (1) copy to:

DQA/Contract Administration
National Defence Headquarters
Mgen George R. Pearkes Building
101 Colonel By Drive
Ottawa, ON K1A 0K2
E-mail: ContractAdmin.DQA@forces.gc.ca.

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.

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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 – Rough Terrain Forklift (Firm Quantity)

The Contractor must deliver fourteen (14) Rough Terrain Forklift 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 training, in accordance with the attached Purchase Description for Rough Terrain, All-Wheel Drive & All- Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks, dated 13 January 2016.

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

Destination A

One (1) Rough Terrain Forklift and ancillary items must be delivered to:

CFB Gagetown
Major Equipment Section
BLDG B10
Oromocto, NB
E2V 4J5
Canada

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

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.

Destination B

Four (4) Rough Terrain Forklifts and ancillary items must be delivered to:

CFB Valcartier
Major Equipment Section
Bâtiment 188
Garnison Valcartier
Courcelette, Qc
GOA 4Z0
Canada

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

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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.

Destination C

Four (4) Rough Terrain Forklifts and ancillary items must be delivered to:

CFB Petawawa
Major Equipment Section
Petawawa, Ontario
K8H 2X3
Canada

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

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.

Destination D

Three (3) Rough Terrain Forklifts and ancillary items must be delivered to:

CFB Edmonton
Major Equipment Section
107 Street & 137 Avenue Bldg C8
Edmonton, Alberta
T5J 4J5
Canada

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

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.

Destination E

Two (2) Rough Terrain Forklifts and ancillary items must be delivered to:

CFB Shilo
Major Equipment Section

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Base Supply C-101
Shilo, Manitoba
R0K 2A0
Canada

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

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.

Item 002 – Rough Terrain Forklift (Optional Quantity)

If this option is exercised, the Contractor must deliver up to fourteen (14) Rough Terrain Forklifts and ancillary items such as but not limited to vehicle manuals, data summary, photographs, preventive maintenance replacement parts kit list, warranty letter(s) and Initial Parts Kits, excluding training, in accordance with the attached Purchase Description for Rough Terrain, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks, dated 13 January 2016.

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

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

Item 003 - Transportation Cost (Optional Quantities)

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

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

The Rough Terrain Forklift and ancillary items must be delivered to:

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

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

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

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

Item 004 - Training (Option)

If this option is exercised, the Contractor must provide up to fourteen (14) training (English and / or French), in accordance with the attached Purchase Description for Rough Terrain, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks, dated 13 January 2016.

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

Item 005 - Travel and Living Expenses – National Joint Council Directive, for Training (Option)

The Contractor must deliver the familiarization instruction/training to:

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

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

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

Item 006 – Extended Warranty Period

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

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

ANNEX B

FEDERAL CONTRACTORS PROGRAM FOR EMPLOYMENT EQUITY - CERTIFICATION

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

For further information on the Federal Contractors Program for Employment Equity visit [Employment and Social Development Canada \(ESDC\)-Labour's website](#).

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

Complete both A and B.

A. Check only one of the following:

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

OR

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

B. Check only one of the following:

Solicitation No. - N° de l'invitation
W8476-165459/A

Amd. No. - N° de la modif.

Buyer ID - Id de l'acheteur
hs597

Client Ref. No. - N° de réf. du client
W8476-165459

File No. - N° du dossier

CCC No. /N° CCC - FMS No. /N° VME
hs597

B1. The Bidder is not a Joint Venture.

OR

B2. The Bidder is a Joint Venture and each member of the Joint Venture must provide the Contracting Authority with a completed annex Federal Contractors Program for Employment Equity - Certification. (Refer to the Joint Venture section of the Standard Instructions)



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 Rough Terrain, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks

13 January 2016

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

Issued on Authority of the Chief of the Defence Staff



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1. SCOPE

1.1 **Scope** - This Purchase Description covers the requirements for rough terrain, all-wheel drive and all-wheel steering diesel engine driven, 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^(E)**" 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^(E)**" 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 SI system **shall** be 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 used. 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, function and performance.

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

CHARACTERISTIC	PARAGRAPH	UNITS	CONFIGURATION	
			A	B
LIFT CAPACITY	3.4.2 (a)	kg	9,979	
		lbs	22,000	
LOAD CENTRE	3.4.2 (a)	mm	1,219	
		in	48	
LIFT HEIGHT	3.4.2 (c)	mm	3,658	
		in	144	
OVERALL HEIGHT	3.4.2 (d)	mm	3,658	
		in	144	
SIDE SHIFT	3.4.2 (f)	mm	100	
		in	4	

2. APPLICABLE DOCUMENTS

2.1 Government Furnished Documents

C-01-100-100/AG-005 Acceptance of Commercial and Foreign
Government Publications as Adopted
Publications

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

2.2.1 CAN/CSA Standards

CAN/CSA-B335-04 Safety Standard for Lift Trucks
CAN/CSA Z107.56-13 Measurement of Noise Exposure
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 558 Standard for Safety, Industrial Trucks, Internal
Combustion Engine-Powered

Underwriters' Laboratories of Canada
7 Crouse Road, Scarborough, Ontario, M1R 3A9
<http://www.ulc.ca/>

2.2.3 ANSI Standards

ANSI/ITSDF B56.6 Standard for Safety for Rough Terrain
Forklift Trucks

Industrial Truck Standards Development Foundation
1750 K Street NW, Suite 460
Washington DC 20009, USA
<http://www.itsdf.org/>

2.2.4 SAE Standards

SAE J1310 Electric Engine Preheaters and Battery
Warmers for Diesel Engines Information Report

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

2.2.5 Canada Occupational Safety and Health Regulations

Department of Justice/Government of Canada
<http://laws-lois.justice.gc.ca/eng/regulations/sor-86-304/>

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 at least 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 -40 to 40°C (-40 to 104°F).

3.2.2 Terrain

- (a) The vehicle **shall** operate on use-roughened concrete floors, deteriorated outdoor paved surfaces and packed gravel with potholes while being used for stacking and un-stacking ISO containers and moving general supplies in and around warehouses; and
- (b) The vehicle **shall** operate off-road (e.g. construction sites, open fields and dirt tracks) including year round operations on snow, mud, sand and ice.

3.3 Safety Standards

3.3.1 Noise Level - The vehicle noise levels **shall** meet the requirements of legislation relative to paragraph 7.4 of Canada Occupational Safety and Health Regulations both at the operator's station and exterior to the vehicle for exposures of eight (8) hours during a 24 hour period when measured in accordance with CAN/CSA Z107.56-13.

3.3.2 **Vehicle Safety** - All vehicle design, construction and safety aspects **shall** be in accordance with the latest edition of ANSI/ITDSF B56.6.

3.3.3 **"D" Safety Rating**

- (a) The vehicle **shall** be manufactured to meet the requirements of a "D" rating in accordance with standard UL 558; and
- (b) A UL authorized certification mark confirming the vehicle meets the UL safety rating **shall** be permanently affixed to the vehicle before delivery.

3.4 **Performance**

3.4.1 **Vehicle Performance**

- (a) The vehicle, loaded to the "LIFT CAPACITY" listed in the Requirements Summary Table (paragraph 1.4) **shall** achieve a forward speed of at least 30 km/h (18.6 mph) on asphalt road; and
- (b) The vehicle, loaded to the "LIFT CAPACITY" listed in the Requirements Summary Table (paragraph 1.4) **shall** achieve a gradeability of at least 35 percent under terrain conditions specified in section 3.2.2.

3.4.2 **Forklift Performance**

- (a) The vehicle, with the standard mast and no accessories, **shall** have a load capacity of at least that given as "LIFT CAPACITY" at the load centre given as "LOAD CENTRE" in the Requirements Summary Table (paragraph 1.4);
- (b) The load capacity **shall** not de-rate to less than the "LIFT CAPACITY" in the Requirements Summary Table (paragraph 1.4) below a lift height of 2,591 mm (102 inches);
- (c) The vehicle **shall** achieve a load lift height of at least that given as "LIFT HEIGHT" in the Requirements Summary Table (paragraph 1.4). This will be measured from the floor to the top of the forks with the mast in an extended, straight up vertical position;
- (d) The vehicle **shall** have an over-all vehicle height at its highest point, with mast collapsed and in vertical position, of no more than that given as "OVERALL HEIGHT" in the Requirements Summary Table (paragraph 1.4); and
- (e) The capacity of the vehicle **shall** not de-rate by more than 227kg (500 lbs) while side shifter is in use.

3.4.3 Dimensions

- (a) The vehicle **shall** have a clearance between the lowest fixed point of the vehicle and the ground of not less than 305 mm (12 inches); and
- (b) The vehicle **shall** have approach and departure angles of not less than 25 degrees.

3.5 Equipment

3.5.1 Application Equipment

(a) Mast

- i The vehicle **shall** be provided with a telescopic, hydraulic vertical mast having a minimum 10-degree forward tilt capability and minimum 10-degree backward tilt capability. These tilt capacities are measured from the mast, vertical straight up position; and
- ii The mast **shall** provide the operator a clear view of the fork-tips when the forks are on the ground level and the mast is in the vertical, straight up position.

(b) Forks

- i The vehicle **shall** be provided with forks having a nominal length of 2,438 mm (96 inches); and
- ii Upon request by DND, forks with a nominal length of 2,134 mm (84 inches) or 1,828 mm (72 inches) **shall** be provided in lieu of 2,438 mm (96 inch) forks.

- (c) Backrest - The vehicle **shall** be provided with a standard load backrest having a nominal height of 1,219 mm (48 inches);

- (d) Mast Accumulator - The vehicle **shall** be provided with a mast accumulator system to absorb impact loads while the vehicle is traversing tracks, potholes and other obstacles;

- (e) Fork-Levelling System - The vehicle **shall** be provided with a fork-levelling system that accommodates the lifting of pallets that are inclined up to no less than 15 percent to either side of the vehicle;

(f) Integrated Fork Positioning/Side Shifter

- i. The vehicle **shall** be provided with an integrated fork positioning side shifter attachment that allows the operator, from the operator station, to increase and decrease the spacing between the unloaded forks as well as side shifting the fully loaded forks simultaneously to either side of the centre of the carriage; and

-
- ii. The vehicle **shall** have a side shift, on each side, of at least that given as "SIDE SHIFT" in the Requirements Summary Table (paragraph 1.4).

(g) **Rear-Mounted Pintle Hook**

- i The vehicle **shall** be provided with a rigid mounted pintle hook located at the rear of the forklift;
- ii The pintle hook **shall** be mounted no less than 559 mm (22 inches) and no more than 711 mm (28 inches) above the ground level;
- iii The pintle hook **shall** accommodate a lunette with an internal diameter of 76 mm (3 inches) and material thickness of 41 mm (1-5/8 inches); and
- iv The pintle hook **shall** be a Holland Model PH-T-60-AOL-8 or an **Equivalent**.

(h) **Vehicle Tie-Down Devices**

- i The vehicle **shall** be provided with at least four permanent and integrally mounted vehicle tie-down devices;
- ii The vehicle tie-down devices, working as a system, **shall** be designed to withstand a forward load of 4G, a rearward load of 4G, an upward load of 2G and a side load of 1.5G (1G = shipping weight of the equipment). These loads are not imposed simultaneously;
- iii The vehicle tie-down devices **shall** be designed/located to prevent shifting or movement during transport on low-bed trailers, rail cars and aboard ships;
- iv The vehicle tie-down devices **shall** be located to permit attachment of cables, turnbuckles, chains and hooks;
- v The vehicle tie-down devices **shall** be identified and marked with maximum load permitted;
- vi The vehicle tie-down load markings **shall** be painted using a contrasting colour; and
- vii The vehicle tie-down information **shall** be shown in the Operator's Manual and inside the vehicle cab (in the form of decals).

- (i) **Vandal Protection** - The vehicle **shall** be provided with vandal protection including provisions for locking engine covers, filler caps and the cab with padlocks;

(j) **Recovery Hooks**

- i The vehicle **shall** be provided with recovery hooks (towing hooks, loops, or a component with **Equivalent** capability) at the rear of the vehicle; and
- ii Recovery hooks whose location is other than directly attached to/mounted on the vehicle frame **shall** be approved by the **Technical Authority**.

(k) **Tool Compartment**

- i The vehicle **shall** be provided with secure storage for all tools and loose equipment required for daily maintenance; and
- ii The tool storage **shall** be weatherproof and protect tools and loose equipment from the environment.

(l) **Filler Caps**

- i The vehicle **shall** be provided with filler caps that clearly and permanently identify the contents; and
- ii Filler caps **shall** be identified by using international symbols, a standard (i.e. SAE 10W30) or be written out in both French and English.

(m) **Camera System**

- i The vehicle **shall** be provided with a camera system having adjustable mounting systems for individual cameras;
- ii The camera **shall** provide visibility to the front and the rear of the vehicle to the operator;
- iii The front camera **shall** provide operator visibility of the tips of the forks;
- iv The rear camera **shall** be mounted at the rear of the vehicle to operate as a back-up camera; and
- v The camera system **shall** be provided with a display screen inside the cab that is visible to an operator sitting in the operator's seat.

(n) **Fire Extinguisher**

- i The vehicle **shall** be provided with at least one (1) 2.2 kg (4.85 lb nominal) portable, low temperature rated fire extinguisher (blue) having a minimum ULC rating of 2A-10BC (NSN 4210-21-871-9134); and
- ii The fire extinguisher(s) **shall** be installed such that it does not interfere with the operation of the

vehicle or the view of the operator and is readily accessible to the operator.

3.6 Operator Station

3.6.1 FOPS Cab

- (a) The vehicle **shall** be provided with a Falling Object Protective Structure (FOPS) cab system;
- (b) The FOPS cab **shall** be weatherproof, pressurized and insulated;
- (c) The FOPS cab **shall** be provided with a heating, ventilating and defrosting system capable of keeping windows free from frost and moisture;
- (d) The FOPS cab **shall** be provided with automotive standard tinted safety glass in all windows;
- (e) The FOPS cab **shall** be provided with a windshield wiper and washer system for the front and rear windows;
- (f) The FOPS cab **shall** be provided with two (2) lockable doors, or one (1) door and no less than one (1) visibly labelled window as an emergency escape route; and
- (g) The vehicle **shall** be provided with a load chart within the FOPS cab showing load capacities at various lift heights.

3.6.2 Operator's Seat

- (a) The vehicle cab **shall** be provided with a padded air suspension, cloth covered operator's seat with a backrest and seatbelt; and
- (b) The operator's seat **shall** be fore/aft and vertically adjustable without having to have the operator move from the seated position.

3.6.3 Rear-View Mirror(s)

- (a) The vehicle cab **shall** be provided with adjustable rear-view mirrors, positioned for safe reverse operation;
- (b) If mirrors mounted on the exterior of the cab are used, they **shall** be heated by activating an in-cab control;
- (c) The non-reflective surface of the mirrors **shall** be flat black; and
- (d) The mirrors **shall** be a split type with 25% of the reflective surface area comprising a convex mirror.

3.6.4 Air Conditioner

- (a) The vehicle cab **shall** be provided with an air conditioning system; and

-
- (b) The air conditioning system **shall** not use an ozone-depleting refrigerant.
- 3.7 **Chassis** - The vehicle chassis **shall** be a non-articulated frame structure for a vehicle of this type and size.
- 3.8 **Engine** - The vehicle **shall** be provided with a diesel engine that meets or exceeds Tier-4i certification.
- 3.8.1 **Fuel Tank(s)** - The vehicle **shall** be provided with a fuel tank having a capacity that allows the continuous operation of the forklift for eight (8) hours or more.
- 3.8.2 **Engine Cold Weather Aids**
- (a) The engine **shall** be provided with cold weather aids to enable the engine to be started at temperatures down to -40°C (may include glow plugs or intake air preheat system);
 - (b) The engine **shall** be provided with a 110 V AC powered engine coolant heater;
 - (c) The engine heater(s) **shall** have a capacity as recommended by the engine manufacturer or conforming to SAE J1310;
 - (d) The 110 V AC engine heater(s) connecting plug **shall** be accessible by an operator standing beside the vehicle;
 - (e) The engine **shall** be provided with a 110-volt battery blanket;
 - (f) The engine **shall** be provided with a battery powered, thermostatically controlled, in-line fuel heater;
 - (g) The engine **shall** be provided with a heated fuel filter/water separator;
 - (h) The vehicle **shall** be provided with engine compartment side covers to limit the ingress of cold air into the engine compartment; and
 - (i) The vehicle **shall** be provided with a durable, corrosion-resistant engine hood locking mechanism.
- 3.8.3 **Pre-Heater**
- (a) The engine **shall** be provided with a fuel-fired engine coolant preheat system;
 - (b) The pre-heater **shall** have an output of no less than 8.8 kWh (30,000 BTU/hr);
 - (c) The fuel-fired pre-heater **shall** be provided with a minimum seven (7) day programmable timer;

-
- (d) The pre-heater model **shall** be subject to **Technical Authority** approval. The preferred model is NSN 2990-12-357-4265 (Espar Hydronic M10); and
 - (e) The pre-heater **shall** be located for ease of inspection and repair or replacement by CF personnel in no more than 30 minutes.

3.9 **Transmission**

3.9.1 The vehicle **shall** be provided with an automatic power-shift transmission with at least three (3) forward speeds and three (3) reverse speeds.

3.9.2 The transmission system **shall** be provided with an inching control or **Equivalent** that allows the operator to perform fork functions while the vehicle is travelling at low speeds.

3.9.3 **All-Wheel Drive System**

- (a) The vehicle **shall** be provided with a driver selected, all-wheel drive system; and
- (b) The all-wheel drive system **shall** provide a 4 X 4 capability by delivering power equally to all wheels when selected.

3.10 **Brake System** - The vehicle **shall** be provided with a service braking system, including a parking brake, which **shall** conform to CAN/CSA B335-04 or **Equivalent**.

3.11 **Steering**

3.11.1 The vehicle steering system **shall** be manufacturer's standard power-assisted steering which **shall** conform to CAN/CSA B335-04 or **Equivalent**;

3.11.2 The vehicle **shall** be provided with a driver selected 4-wheel steering (4-WS) system;

3.11.3 The steering system **shall** be provided with an adjustable (tilt and telescopic) steering column; and

3.11.4 The steering system **shall** be provided with steering position indicators located in a position readily visible to the operator.

3.12 **Wheels, Rims and Tires** - The vehicle **shall** be provided with radial type snow and mud tires having Michelin XZL or **Equivalent**.

3.13 **Controls**

3.13.1 The vehicle **shall** be provided with a joystick control system to operate all mast functions; and

3.13.2 The vehicle **shall** be provided with a system to ensure that the engine can only be started with all controls in their neutral position.

3.14 **Instruments**

(a) The vehicle **shall** be provided with an hour-meter which shows accumulated running time up to 9,999 hours; and

(b) **Weigh Scale**

i The vehicle **shall** be provided with a weigh scale with 2 percent accuracy at forklift capacity; and

ii The weigh scale **shall** be provided with a digital readout with zeroing capability.

3.15 **Electrical System**

3.15.1 **Warning Horn** - The vehicle **shall** be provided with a readily accessible, driver-operated warning horn; and

3.15.2 **Back-Up Alarm System** - The vehicle **shall** be provided with a back-up alarm system that is activated the vehicle's transmission is placed in reverse.

3.16 **Lighting**

3.16.1 **Reverse Movement Strobe Light**

(a) The vehicle **shall** be provided with a red strobe light mounted on the rear of the vehicle; and

(b) The red strobe light **shall** be activated when the vehicle's transmission is in reverse.

3.16.2 **Amber Coloured Strobe Light**

(a) The vehicle **shall** be provided with an amber coloured, omni-directional beacon light; and

(b) The beacon light **shall** operate continuously when the vehicle ignition is in the "ON" position.

3.16.3 **Signal/Work Lights**

(a) The vehicle **shall** be provided with two adjustable LED or **Equivalent** work lights aimed forward of the vehicle;

(b) The vehicle **shall** be provided with two adjustable LED or **Equivalent** work lights aimed rearward of the vehicle;

(c) The vehicle **shall** be provided with rear mounted stop lights;

(d) The vehicle **shall** be provided with front and rear mounted turn signal lights; and

-
- (e) The signal light control **shall** be mounted on the steering column.
- 3.17 **Hydraulic System** - The vehicle **shall** be provided with a hydraulic system that supports the operation of all hydraulic components.
- 3.18 **Lubricants and Hydraulic Fluids** - The vehicle **shall** operate with non-proprietary, lubricants and hydraulic fluids.
- 3.19 **Automatic Greasing System**
- 3.19.1 The vehicle **shall** be provided with an automatic greasing system;
- 3.19.2 The system **shall** automatically provide grease to all greasing points recommended by the manufacturer;
- 3.19.3 The grease provided to the greasing points **shall** be metered in accordance with the manufacturer's specifications;
- 3.19.4 The automatic greasing system **shall** include a telltale light in the operator's station that indicates that the system is functioning; and
- 3.19.5 The automatic greasing system **shall** be provided with a low grease level alarm indicator to the operator.
- 3.20 **Paint** - The vehicle **shall** be painted using commercial colours having a high-durability, corrosion-resistant type coating.
- 3.21 **Identification** - The vehicle **shall** be provided with an identification plate having manufacturer's name, model and serial number permanently marked in a conspicuous and protected location.
- 3.22 **Instruments, Decals and Data Plates**
- 3.22.1 Instruments, decals and data plates provided on the vehicle **shall** be marked in metric units;
- 3.22.2 Instruments, decals and data plates **shall** be marked using international symbols. Where international symbols are not possible, bilingual markings (English and French) **shall** be provided; and
- 3.22.3 Warning and precautionary data plates **shall** be provided in a bilingual format.

4. INTEGRATED LOGISTICS SUPPORT

4.1 Documentation and Support Items

4.1.1 Items Provided 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 or DVD **shall** be supplied;
- iv The CD or DVD **shall** be in a searchable format 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 Searchable electronic maintenance manuals on a CD or DVD in bilingual format, required for maintenance and repair of the vehicle, **shall** be provided;
- ii The searchable 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; and
- iv The warranty letter **shall** include the name and contact information of the closest designated warranty

provider and other designated warranty providers across Canada.

(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 provided; and
- ii The material safety data sheets **shall** be the same as those provided to the **Technical Authority** as per paragraph 4.1.2 (g).

4.1.2 **Items Provided to 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 days of receipt.

(b) **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 **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;

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- 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.
- (c) **Manuals for Approval**
- i A set of manuals, in searchable 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-005 (Acceptance of Commercial and Foreign Government Publications as Adopted Publications). The **Technical Authority** will supply C-01-100-100/AG-005 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 days of receipt.
- (d) **Warranty Letter** - The Contractor **shall** provide a copy of the warranty letter, in electronic format, to the **Technical Authority** for each vehicle.
- (e) **Initial Parts Kit List** - A list of the parts included in the initial parts kit specified in paragraph 4.1.1 (d) **shall** be provided.
- (f) **Preventive Maintenance Replacement Parts Kit List**
- i The Contractor **shall** provide a list of parts to the **Technical Authority**, needed to perform preventive maintenance on the vehicle;
 - ii The list **shall** include the parts provided in the Initial Parts Kit and any additional items recommended by the OEM, if the Contractor is not the OEM, for review and acceptance by the **Technical Authority**; and
 - iii The list **shall** include no less than the following elements:
 - (1) Part description;
 - (2) Original Equipment Manufacturer Part number;
 - (3) Suggested quantity; and

(4) Unit cost.

(g) **Material Safety Data Sheets**

- i The Contractor **shall** provide a listing of all hazardous materials used on the;
- ii If there are no hazardous materials used, this **shall** be stated on the listing; and
- iii The Contractor **shall** provide material safety data sheets of all hazardous materials in the list.

4.2 **Training**

(a) **Training - Operator Training**

- i The Contractor **shall** supply an Operator Training course;
- ii The instructor **shall** be an OEM Factory Certified Training Provider;
- iii The Operator Training 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 Operator Training course **shall** include 1-day (8 hours) of training;
- v The Operator Training course **shall** accommodate up to eight (8) personnel;
- vi One Operator Training course **shall** be provided at each delivery destination;
- vii The Operator Training course **shall** be in the official language as requested by the **Technical Authority**;
- viii The date for the Operator Training course **shall** be arranged with the **Technical Authority**;
- ix After completion of the Operator Training course, the Contractor **shall** have the "PROOF OF OPERATOR TRAINING" certificate signed by the senior course attendee; and
- x The **Technical Authority** will supply the "PROOF OF OPERATOR TRAINING" document template in a digital format.

(b) **Training - Maintainer Training**

- i The Contractor **shall** supply a Maintainer Training course;

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- ii The instructor **shall** be an OEM Factory Certified Training Provider;
 - iii The Maintainer Training course **shall** include detailed testing, troubleshooting, problem analysis and adjustments training;
 - iv The Maintainer Training course **shall** accommodate up to eight (8) personnel;
 - v The Maintainer Training course **shall** include 3-day (24 hours) of training;
 - vi One Maintainer Training course **shall** be supplied at each delivery destination;
 - vii The Maintainer Training course **shall** be in the official language as requested by the **Technical Authority**;
 - viii The dates for the Maintainer Training course **shall** be arranged with the **Technical Authority**;
 - ix After completion of the Maintainer Training course, the Contractor **shall** have the "PROOF OF MAINTAINER TRAINING" certificate signed by the senior course attendee; and
 - x The **Technical Authority** will supply the "PROOF OF MAINTAINER TRAINING" document template in a digital format.

5. ACCEPTANCE TESTING

- 5.1 The first vehicle **shall** be examined and performance tested by the Contractor, at the Contractor's facility, to ensure conformance to the requirements in this document;
- 5.2 The Contractor **shall** arrange and provide necessary tools/equipment and personnel required to conduct the acceptance testing;
- 5.3 The **Technical Authority** will select items for the testing as per performance characteristics described in section 3 of this document and provide a test plan before the testing is conducted;
- 5.4 The **Technical Authority** or their authorized representative will witness this testing to assess the handling characteristics; and
- 5.5 The Contractor **shall** rectify deficiencies to requirements that are identified during the acceptance testing prior to the vehicle(s) being shipped to their delivery destination.

6. DELIVERY CONDITION

- 6.1 The vehicle **shall** be delivered to destination in a fully operational condition (serviced and adjusted). Both the interior and exterior **shall** be cleaned;
- 6.2 If the vehicle requires assembly at destination, the Contractor **shall** be responsible for all manpower and equipment to perform assembly;
- 6.3 The space for assembly at destination will be provided, if required;
- 6.4 All items such as wheel wrenches, jacks, and all other tools, equipment and accessories, which are shipped loose with the equipment, **shall** be listed on the shipping certificate or to an attached packing note; and
- 6.5 The fuel tank(s) of the vehicle **shall** be no less than half full when delivered.



NOTICE

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

AVIS

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

TECHNICAL INFORMATION QUESTIONNAIRE

For

Rough Terrain, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks

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.

SPECIFICATION PARAGRAPHS

3.3.3 **"D" Safety Rating- Proof of Compliance**

Valid UL Certification document on page _____ of document _____

3.4.2 **Forklift Performance - Proof of Compliance**

Vehicle - Make _____ - Model

Mast - Model _____

(a) Lift capacity and load centre on page _____ of document

(c) Lift height on page _____ of document _____

(d) Over-all height with collapsed mast on page _____ of document

3.5.1(f-ii)- **Side Shift**

Side shift on page _____ of document _____

3.8 **Engine**

(b) **Tier 4i Emission Certification - Proof of Compliance**

Tier-4i engine information on page _____ of document

3.9.3 **All-Wheel Drive System**

All-wheel drive system information on page _____ of document

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.