



**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

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

Title - Sujet Industrial crane	
Solicitation No. - N° de l'invitation F5502-170159/A	Date 2017-10-11
Client Reference No. - N° de référence du client F5502-170159	
GETS Reference No. - N° de référence de SEAG PW-\$\$HS-644-73555	
File No. - N° de dossier hs644.F5502-170159	CCC No./N° CCC - FMS No./N° VME
Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-11-21	Time Zone Fuseau horaire Eastern Standard Time EST
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: Torabi, Yasamin	Buyer Id - Id de l'acheteur hs644
Telephone No. - N° de téléphone (819) 420-2249 ()	FAX No. - N° de FAX () -
Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: DEPARTMENT OF FISHERIES AND OCEANS . 50 DISCOVERY DR. DARTMOUTH Nova Scotia B2Y3Z8 Canada	

Instructions: See Herein

Instructions: Voir aux présentes

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 six (6) 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 Resulting Contract Clauses: includes the clauses and conditions that will apply to any resulting contract.

The attachments include the Annex A - Pricing, Annex B - the purchase description and Annex C - Mandatory Technical Evaluation Criteria.

1.2 Summary

The Fisheries and oceans Canada has a requirement to purchase one (1) Industrial Crane and ancillary items, maintenance and operator training, in accordance with the Purchase Description “Industrial Crane, industrial”, dated 2017-08-16, and as described at Annex A - Pricing.

The requirement includes an option to purchase up to one (1) industrial crane and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

1.3 Trade Agreements

The requirement is subject to the provisions of the World Trade Organization Agreement on Government Procurement (WTO-AGP), the North American Free Trade Agreement (NAFTA), the Canada-European Union Comprehensive Economic and Trade Agreement (CETA) and the Canadian Free Trade Agreement (CFTA).

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 (2017-04-27) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 05.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: Bids will remain open for acceptance for a period of not less than sixty (60) days from the closing date of the bid solicitation

Insert: Bids will remain open for acceptance for a period of not less than ninety (90) calendar days from the closing date of the bid solicitation

2.2 Submission of Bids

Bids must be submitted only to Public Works and Government Services Canada (PWGSC) Bid Receiving Unit by the date, time and place indicated on page 1 of the bid solicitation.

2.3 Enquiries - Bid Solicitation

All enquiries must be submitted in writing to the Contracting Authority no later than seven (7) calendar days before the bid closing date. Enquiries received after that time may not be answered.

Bidders should reference as accurately as possible the numbered item of the bid solicitation to which the enquiry relates. Care should be taken by bidders to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a "proprietary" nature must be clearly marked "proprietary" at each relevant item. Items identified as proprietary will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the questions or may request that the Bidder do so, so that the proprietary nature of the questions is eliminated, and the enquiry can be answered to all bidders. Enquiries not submitted in a form that can be distributed to all bidders may not be answered by Canada.

2.4 Applicable Laws - Bid

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

Bidders may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their bid, by deleting the name of the Canadian

province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Bidders.

2.5 Improvement of Requirement During Solicitation Period

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

PART 3 - BID PREPARATION INSTRUCTIONS

3.1 Bid Preparation Instructions

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

First page of the Request for Proposal signed by the bidder or an authorized representative of the Bidder (1 signed copy)

Section I: Technical Bid (2 hard copies)

Section II: Financial Bid (1 hard copy)

Section III: Certifications (1 hard copy)

Section IV: Additional Information (1 hard copy)

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

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

- (a) use 8.5 x 11 inch (216 mm x 279 mm) paper;
- (b) use a numbering system that corresponds to the bid solicitation.

In April 2006, Canada issued a policy directing federal departments and agencies to take the necessary steps to incorporate environmental considerations into the procurement process Policy on Green Procurement (<http://www.tpsgc-pwgsc.gc.ca/ecologisation-greening/achats-procurement/politique-policy-eng.html>). To assist Canada in reaching its objectives, bidders should:

- 1) use 8.5 x 11 inch (216 mm x 279 mm) paper containing fibre certified as originating from a sustainably-managed forest and containing minimum 30% recycled content; and
- 2) use an environmentally-preferable format including black and white printing instead of colour printing, printing double sided/duplex, using staples or clips instead of cerlox, duotangs or binders.

Section I: Technical Bid

In their technical bid, Bidders should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

Bidders should submit, with their bid, the completed Annex C - Mandatory technical evaluation criteria table.

3.1.1 Substitutes and Alternatives

Bidders may propose substitutes and alternatives where **equivalent** 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 6 and Annex A - Pricing.


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 March 31st, 2018 the best delivery that could be offered is as follows:

Item 001 – One industrial crane 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 one (1) industrial crane and ancillary items will be delivered within _____ weeks/calendar days.

3.1.4 Supplier Contacts

Name and telephone number of the person responsible for:

General enquiries

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

Delivery follow-up

Name: _____

Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

3.1.5 After Sales Service

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

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

Name: _____

Address: _____

Telephone No.: _____

3.1.6 Manufacturer's Standard Warranty Period

Canada requests that the Bidder provide details of the manufacturer's standard warranty period for the vehicle/equipment and its component that exceeds the minimum warranty period of twelve (12) months or 2000 hours of usage, whichever comes first. Any additional manufacturer's standard warranty such as those derived from the Original Equipment Manufacturer (OEM) for component/sub-assemblies will form part of the proposed contract.

3.1.7 Extended Warranty Period

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

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

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

PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

4.1 Evaluation Procedures

- (a) Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the bids.

4.1.1 Technical Evaluation

4.1.1.1 Mandatory Technical Criteria

Bidders must demonstrate compliance with all technical requirements stated in Annex C - Mandatory technical evaluation criteria, a simple state of compliance is not sufficient to demonstrate compliance.

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, 003 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), maintenance training (item 003) and operator training (item 004), 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 price basis for the firm quantity, the optional quantity, maintenance and operator training as follows:

- a) the firm lot prices for the firm quantity will be multiplied by their identified quantities to obtain the evaluated price of the firm quantity;
- b) the firm lot prices for the optional quantity will be multiplied by the identified estimated quantity to obtain the evaluated price the optional quantity;
- c) the firm unit prices for the familiarization maintenance and operator training will be multiplied by the identified estimated quantity to obtain the evaluated price of the familiarization maintenance and operator training (option).;
- d) the sum of all evaluated prices will determine the evaluated price.

4.2 Basis of Selection

A bid must comply with the requirements of the bid solicitation and meet all mandatory technical and financial evaluation criteria to be declared responsive. The responsive bid with the lowest evaluated 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 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all bidders must provide with their bid, if applicable, the declaration form available on the Forms for the Integrity Regime website (<http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-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 – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the Ineligibility and Suspension Policy (<http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html>), the Bidder must provide the required documentation, as applicable, to be given further consideration in the procurement process.

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 available at the bottom of the page of Employment and Social Development Canada (ESDC) - Labour's website.

(<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#>)

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.

5.2.3 Additional Certifications Precedent to Contract Award

5.2.3.1 Product Conformance

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

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

Bidder's authorized representative signature

Date

5.2.3.2 General Environmental Criteria Certification

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

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

Bidders' Authorized Representative Signature

Date

or

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

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

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

PART 6 - RESULTING CONTRACT CLAUSES

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

6.1 Security Requirement

There is no security requirement associated with this bid solicitation.

6.2 Requirement - Contract

The Contractor must deliver one (1) industrial crane and ancillary items, including maintenance and operator training, in accordance with the Purchase Description for industrial crane, industrial, dated 2017-08-16, and at Annex A - Pricing.

An option is included to purchase up to one (1) vehicle and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

6.2.1 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.

6.2.2 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.

6.3 Standard Clauses and Conditions

All clauses and conditions identified in the Contract by number, date and title are set out in the Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and->

guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

6.3.1 General Conditions

2010A (2016-04-04), General Conditions - Medium Complexity - Goods, apply to and form part of the Contract.

Section 09 entitled Warranty of General Conditions 2010A is amended as follows:

At subsection 1, delete the following: "The warranty period will be twelve (12) months" and replace with the following: "The warranty period will be twelve (12) months, or 2,000 hours of usage, whichever comes first".

Delete subsection 2 in its entirety and replace with the following:

The Contractor must pay the transportation cost associated with returning the Work or any part of the Work to the Contractor's plant for replacement, repair or making good. The Contractor must also pay the transportation cost associated with forwarding the replacement or returning the Work or part of the Work when rectified to the delivery point specified in the Contract or to another location as directed by Canada. If, in the opinion of Canada, it is not expedient to remove the Work from its location, the Contractor must carry out any necessary repair or making good of the Work at that location. In such cases, the Contractor will be responsible for all Costs (including travel and living expenses) incurred in so doing, Canada will not reimburse these Costs.

If action to effect repairs under warranty cannot be initiated within two (2) working days and completed within a reasonable length of time or if the Contractor has no repair facilities in the immediate vicinity (within 100 kilometres) of the specified delivery destinations (consignees), Canada reserves the right to make such repairs and be reimbursed by the Contractor at the rate of \$103.91 per hour for labour and the cost for replaced parts."

All other provisions of the warranty section remain in effect.

6.4 Term of Contract

6.4.1 Delivery Date

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

Firm Quantity

Item 001 – One (1) industrial crane and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days from the effective date of the contract.

Optional Quantity

Item 002 - If the option is exercised, up to one (1) industrial crane and ancillary items must be delivered within to be inserted by PWGSC weeks/calendar days after an option is exercised.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Yasamin Torabi
Supply Officer
Public Services and Procurement Canada
Acquisitions Branch
LEFTD - HS Division
Place du Portage, Phase III, 7B1
Gatineau, Quebec K1A 0S5
Telephone: 819-420-2249
E-mail address: yasamin.torabi@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.

6.5.2 Procurement Authority

The Procurement Authority for the contract is:

To be inserted by PWGSC

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.

6.5.3 Technical Authority

The Technical Authority for the Contract is:

To be inserted by PWGSC

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.

6.5.4 Contractor's Representative

General enquiries

Name: To be inserted by PWGSC

Telephone No.:

Facsimile No.:

E-mail address:

Delivery follow-up

Name: To be inserted by PWGSC

Telephone No.:

Facsimile No.:

E-mail address:

6.5.5 After Sales Service

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

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

Name:

Address:

Telephone Number:

6.6 Payment

6.6.1 Basis of Payment

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

6.6.1.1 Basis of Payment (BOP) Type 1

Firm lot prices in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

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

6.6.1.2 Basis of Payment (BOP) Type 2

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

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

6.6.1.3 Basis of Payment (BOP) Type 3

Price to be negotiated in Canadian dollars, Delivered Duty Paid at destination, Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

The transportation cost will be "negotiated" when Canada intends to exercise an option and has identified the applicable quantities and destinations. When requested by Canada, as a basis for negotiation, the Contractor must provide the transportation price(s) and relevant information.

6.6.1.4 Basis of Payment (BOP) Type 4

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

6.6.2 SACC Manual Clauses

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

6.6.3 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:

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

where formula variables correspond to:

FCC

Foreign Currency Component (per unit)

i₀



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

i₁

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 daily rate as published by the Bank of Canada on the solicitation closing date.
5. For goods, the exchange rate for adjustment will be the daily 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 daily 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 daily rate on the date the payment was due. The most recent daily 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.

6.7 Invoicing

6.7.1 Invoicing Instructions

1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions.
2. Invoices cannot be submitted before delivery, inspection and acceptance of the vehicle/equipment/service.

3. The Applicable Taxes must be calculated on the total amount of the invoice before the holdback is applied. At the time the holdback is claimed, there will be no taxes payable as they were claimed and payable under the previous invoice for the vehicle/equipment/service.
4. Upon delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service the Contractor can submit an invoice for the release of the holdback.
5. Each invoice must be supported by:
 - (a) a copy of the invoices, receipts, vouchers for all direct expenses, and all travel and living expenses;
6. The Contractor is requested to provide invoices in electronic format unless otherwise specified by the Contracting Authority or Procurement Authority, thereby reducing printed material.
7. Invoices must be distributed as follows:
 - (a) The original must be forwarded or emailed to the Procurement Authority identified under the section entitled "Authorities" of the Contract for acceptance and payment.
 - (b) One (1) copy must be forwarded or emailed to the Contracting Authority identified under the section entitled "Authorities" of the Contract.
 - (c) One (1) copy must be forwarded to the consignee.

6.7.2 Holdback

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

6.8 Certifications

6.8.1 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.

6.9 Applicable Laws - Contract

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

6.10 Priority of Documents

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- (a) the Articles of Agreement;
- (b) the 2010A (2016-04-04) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Pricing;
- (d) Purchase Description for Industrial crane, dated 2017-08-16;
- (e) The Contractor's bid dated (to be inserted by PWGSC) _____, as amended (to be inserted by PWGSC) _____.

6.11 SACC Manual Clauses

SACC Reference	Title	Date
A1009C	Work Site Access	2008-05-12
A9049C	Vehicle Safety	2011-05-16
A9068C	Government Site Regulations	2010-01-11
G1005C	Insurance	2016-01-28

6.12 Inspection and Acceptance

The Technical Authority or his representative is the Inspection Authority. All reports, deliverable items, documents, goods and all services rendered under the Contract are subject to inspection by the Inspection Authority or his 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.

6.13 Preparation for Delivery

1. The vehicle/equipment must 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.

6.14 Shipping Instructions - Delivery at Destination

1. The Contractor must ship the goods prepaid DDP - Delivered Duty Paid (in accordance with Annex A - Pricing) as specified below. Unless otherwise directed, delivery must be made by the most economical means. The Contractor is responsible for all delivery charges,

administration, costs and risks of transport and customs clearance, including the payment of customs duties and Applicable Taxes.

2. The Contractor must deliver the goods by appointment only. The Contractor or its carrier must arrange delivery appointments by contacting the person identified in Annex A - Pricing. The consignee may refuse shipments when prior arrangements have not been made.

6.15 Delivery and Unloading

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

6.16 Tools and Loose Equipment

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

6.17 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.

6.18 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.

ANNEX A – PRICING

Item 001 – Industrial crane (Firm Quantity)

The Contractor must deliver one (1) industrial crane 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 maintenance and operator training, in accordance with the attached Purchase Description industrial crane, dated 2017-08-16.

The industrial crane and ancillary items must be delivered to:

Fisheries and Oceans Canada (Canadian Coast Guard)
50 Discovery drive
Dartmouth, Nova Scotia
B2Y 3ZB

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

Firm lot price of \$ _____ per vehicle/equipment and ancillary items, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 1.

Item 002 – Industrial crane (Optional Quantity)

If this option is exercised, the Contractor must deliver up to one (1) industrial crane 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 maintenance and operator training, in accordance with the attached Purchase Description industrial crane, dated 2017-08-16.

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 6, Basis of Payment Type 2.

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

Item 003 - Maintenance Training (Option)

If this option is exercised, the Contractor must provide training, in accordance with the attached Purchase Description for industrial crane, dated 2017-08-16.

Firm unit price of \$ _____ training in accordance with Part 6, Basis of Payment Type 2.

Item 004 – Operator Training (Option)

If this option is exercised, the Contractor must provide training, in accordance with the attached Purchase Description for industrial crane, dated 2017-08-16.

Firm unit price of \$ _____ training in accordance with Part 6, Basis of Payment Type 2.

Item 005 – 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, applicable taxes extra.

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

ANNEX B – Purchase Description

PICK & CARRY CRANE, INDUSTRIAL

1. SCOPE

1.1 **Scope** - This purchase description covers the requirements for a single configuration of wheeled, industrial, hydraulic cranes.

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

- (a) Requirements, which are identified by the word “***shall***”, are mandatory. Deviations will not be permitted;
 - (b) Requirements identified by “***shall***^(E)” are mandatory. The Technical Authority will consider substitutes/alternatives for acceptance as an Equivalent;
 - (c) Requirements identified with a “will” define actions to be performed by Canada and require no action/obligation on the Contractor’s part;
 - (d) Where “***shall***”, “***shall***^(E)”, or “will” are not used, the information provided is for guidance only;
 - (e) In this document “provided” ***shall*** mean “provided and installed”;
 - (f) Where technical certification is required, a copy of the certification or an acceptable proof of compliance ***shall*** be provided upon request;
 - (g) Metric measurements ***shall*** be used to define the requirement. Other measurements are for reference only and may not be exact conversions; and
 - (h) Dimensions stated as nominal ***shall*** be treated as approximate dimensions. Nominal dimensions reflect a method by which materials or products are generally identified for sale commercially, but which differ from the actual dimensions.
-

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

- (a) “Technical Authority” - The government official responsible for technical content of this requirement;
- (b) “Equivalent” - A standard, means, or component type, which has been accepted by the Technical Authority as meeting the specified requirements for form, fit, function and performance; and
- (c) “Proof of Compliance” - A document such as a brochure, a third party test report, a report generated by third party software, or a certificate of attestation signed by a senior representative of the Original Equipment Manufacturer (such as a certified engineer) indicating the performance and/or feature specified.

1.4 Configuration Capability Table - Vehicles covered by this Purchase Description are represented as configurations. The following table shows required performance and dimensions by configuration with a clause reference.

CHARACTERISTIC	CLAUSE	UNITS	CONFIGURATION			
			B	C	D	E-CCG
FORWARD SPEED	3.4.1 (a)	km/h				30
		mph				
GRADEABILITY SPEED	3.4.1 (b)	km/h				1.5
		mph				
TURNING CIRCLE – WALL TO WALL	3.4.1 (c)	M				9
		in				
LIFT AT 3m	3.4.2 (a)	kg				17,000
		lb				
LIFT AT 6m	3.4.2 (a)	kg				9,500
		lb				
LIFT AT 10m	3.4.2 (a)	kg				4,200
		lb				
LIFT AT 12m	3.4.2 (a)	kg				3,100
		lb				
PICK AT 3m	3.4.2 (b)	kg				9,500
		lb				
PICK AT 6m	3.4.2 (b)	kg				4,200
		lb				

CHARACTERISTIC	CLAUSE	UNITS	CONFIGURATION			
			B	C	D	E-CCG
PICK AT 7.5m	3.4.2 (b)	kg				3,100
		lb				
CARRY AT 3m	3.4.2 (c)	kg				8,000
		lb				
CARRY AT 6m	3.4.2 (c)	kg				4,000
		lb				
CARRY AT 7.5m	3.4.2 (c)	kg				1,500
		lb				
VEHICLE WEIGHT	3.4.3 (a)	kg				21,000
		lb				
VEHICLE WIDTH	3.4.3 (b)	mm				
		in				
VEHICLE HEIGHT	3.4.3 (c)	mm				
		in				
VEHICLE LENGTH	3.4.3 (d)	mm				
		in				
SINGLE LINE PULL	3.5.2 (b)	kg				3,000
		lb				
SWING AWAY JIB	3.5.2 (d)	mm				
		in				
JIB	3.5.2 (e)	mm				
		in				
ENGINE TYPE	3.8					DIESEL

1.4.1 **Option Availability Table** - The following table indicates with "✓" for each configuration, the equipment and features, which *shall* be provided.

DESCRIPTION OF OPTION	CLAUSE	CONFIGURATION			
		B	C	D	E-
Hook Block	3.5.2 (a)				✓
Single Line Ball Hook	3.5.2 (b)				✓
Carry Deck	3.5.2 (c)				
Swing Away Jib	3.5.2 (d)				
Jib	3.5.2 (e)				
Man Bucket	3.5.2 (f)				
Two Man Bucket	3.5.2 (g)				
Grounding Attachment Points	3.5.2 (h)				✓
Grounding Reels	3.5.2 (i)				✓
Rear-Mounted Pintle Hook	3.5.2 (j)				✓
Front-Mounted Pintle Hook	3.5.2 (k)				✓

DESCRIPTION OF OPTION	CLAUSE	CONFIGURATION			
		B	C	D	E-
Below-deck mounted Winch	3.5.2 (l)				✓
Cab	3.6.1 (a)				✓
Engine Heater	3.8.3 (a)				✓
Low Temp Starting Aid	3.8.3 (b)				✓
Fuel Fired Pre-Heater	3.8.4 (a)				✓
3-Mode Steering Option	3.11.1 (a)				✓
Load Moment Indicator	3.13.2 (a)				✓
Rated Capacity Limiter	3.13.2 (b)				✓
Boom mounted work lights	3.16 (d)				✓
Arctic Lubricants	3.18.1				✓

2. **APPLICABLE DOCUMENTS**

2.1 **Government Furnished Documents** - NOT APPLICABLE

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

SAE Handbook

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

Canadian Motor Vehicle Safety Standards (CMVSS)

Transport Canada,
Road Vehicle and Motor Vehicle Regulation,
330 Sparks Street, Tower C,
Ottawa, Ontario K1A 0N5
<http://www.tc.gc.ca/acts-regulations/GENERAL/M/mvsa/menu.htm>

CAN/CSA-Z150

Canadian Standards Association
178 Rexdale Boulevard
Toronto, Ontario, Canada N9W 1R3
<http://www.csa.ca>

3. REQUIREMENTS

3.1 **Standard Design** - The vehicle/equipment *shall*:

- (a) 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 1 year;
- (b) Have engineering certification available, upon demand, for this application from the original manufacturers of major equipment systems and assemblies;
- (c) Conform to all applicable laws, regulations and industrial standards governing manufacture, safety, noise levels and pollution in effect in Canada at the time of manufacture; and
- (d) Have system and component capacities not greater than their published ratings (i.e. product or component brochures) or accompanied by proof of compliance.

3.2 **Operating Conditions**

3.2.1 **Weather** - The vehicle *shall* operate under the extremes of weather conditions found in Canada in temperatures ranging from -30 to 37° C (-22 to 99° F).

3.2.2 **Terrain** – The vehicle *shall* operate on use-roughened concrete floors, deteriorated outdoor paved and compacted gravel surfaces.

3.3 **Safety Standards**

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

3.3.2 **Safety Requirements** – The vehicle *shall* comply with CSA Standard Z150. If the vehicle chassis falls within a prescribed class per Canada Motor Vehicle Safety Regulations (CMVSS), the vehicle *shall* meet the applicable CMVSS requirements for the given vehicle class.

3.4 **Performance**

3.4.1 **Travel Performance** – The vehicle, equipped for maximum lift specified, *shall*:

- (a) Have a forward speed of at least that given as “**FORWARD SPEED**” in the Configuration Capability Table;
- (b) Have a gradeability of at least 40 per cent while travelling at a speed of at least that given as “**GRADEABILITY SPEED**” in the Configuration Capability Table, on good Class I roads when calculated in accordance with SAE J688; and

- (c) Be capable of turning between two parallel vertical walls separated by a distance of not more than that given as “**TURNING CIRCLE – WALL TO WALL**” in the Configuration Capability Table when tested in accordance with SAE J695. The dimension **shall** be measured to the most extreme point on the vehicle chassis and **shall** not include the boom or any accessory attached to the boom.

3.4.2 **Lift Performance** - Crane capacities **shall** be calculated in accordance with CSA Standards. When published lift distance is different than requested evaluation distance the next higher published value will be used for evaluation. The boom **shall** have 360-degree continuous rotation at a speed of no less than 1 revolution per minute. The crane capacities **shall** be:

- (a) **Outriggers Deployed** – The crane **shall** have the following minimum capacities, with the outriggers deployed, through 360-degree rotation at 80 percent of balance point capacity, counterweights installed:
 - i At least that given as “**LIFT AT 3m**” at 3.0 m (10 ft) radius in the Configuration Capability Table;
 - ii At least that given as “**LIFT AT 6m**” at 6.0 m (20 ft) radius in the Configuration Capability Table;
 - iii At least that given as “**LIFT AT 10m**” at 10.0 m (30 ft) radius in the Configuration Capability Table; and
 - iv At least that given as “**LIFT AT 12m**” at 12.0 m (40 ft) radius in the Configuration Capability Table.
- (b) **Lift on Rubber** – The crane **shall** have the following minimum capacities, with any outriggers retracted, through 360-degree rotation at 75 percent of balance point capacity, counterweights installed for lifting on wheels:
 - i At least that given as “**PICK AT 3m**” at 3.0 m (10 ft) radius in the Configuration Capability Table;
 - ii At least that given as “**PICK AT 6m**” at 6.0 m (20 ft) radius in the Configuration Capability Table; and
 - iii At least that given as “**PICK AT 7.5m**” at 7.5 m (25 ft) radius in the Configuration Capability Table.
- (c) **Pick and Carry** – The following capacities over the front or rear, at 1.4 km/h (1 mph) at 75 per cent of balance point capacity, counterweights installed:
 - i At least that given as “**CARRY AT 3m**” at 3.0 m (10 ft) radius in the Configuration Capability Table;

- ii At least that given as “**CARRY AT 6m**” at 6.0 m (20 ft) radius in the Configuration Capability Table; and
- iii At least that given as “**CARRY AT 7.5m**” at 7.5 m (25 ft) radius in the Configuration Capability Table.

3.4.3 **Dimensions and Weights**- The vehicle, in its standard configuration *shall* have the following dimensions and weights:

- (a) Gross vehicle weight of not more than that given as “**VEHICLE WEIGHT**” in the Configuration Capability Table;
- (b) Overall width, outriggers retracted, of not more than that given as “**VEHICLE WIDTH**” in the Configuration Capability Table;
- (c) Overall height, of not more than that given as “**VEHICLE HEIGHT**” in the Configuration Capability Table; and
- (d) Overall length, boom retracted, of not more than that given as “**VEHICLE LENGTH**” in the Configuration Capability Table.

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

3.4.5 **Crane Certification** - The crane *shall* be certified to the standard of the country of origin as well as to the latest relevant CSA standards. The Contractor *shall* provide testing and inspection dates to the Technical Authority. The Technical Authority reserves the right to observe (or to send a representative of DND to observe) any inspection and testing required for CSA Certification.

3.5 **Equipment**

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

- (a) **Boom** – The crane *shall* be equipped with a hydraulically operated, full power-telescoping boom. The boom *shall* have a boom tip with hook block capable of lifting the maximum rated load;
- (b) **Outriggers** – The crane *shall* be equipped with at least four hydraulically operated outriggers. The outriggers *shall* be capable of supporting the crane with all wheels off the ground while hoisting all rated loads in all positions. The outriggers *shall* hold the

required position and not require repositioning during operations. The outriggers **shall** have controls conveniently located in crane operator's station cab;

- (c) **Main Hoist** – The crane **shall** be equipped with a main hoist. The main hoist **shall** have motor, gearing, brakes, controls, line pull, speed and wire rope strength and capacity in accordance with CSA Standard Z150;
- (d) **Capacity Charts** - Permanent safe load capacity charts indicating all safe loads in both metric and imperial units **shall** be provided. Charts **shall** show the manufacturer's standard rating for this crane;
- (e) **Vehicle Tie-Down Devices** - Permanent and integrally vehicle tie-down devices, which **shall**:
 - i Be designed for forward thrust of at least 4 G, a rearward thrust of at least 4 G, an upward thrust of at least 2 G and a side thrust of at least 1.5 G (1 G = shipping weight of the equipment), loads are not imposed simultaneously;
 - ii Be designed to withstand stresses imposed by thrust loads (all directions) with a factor of safety of at least 1.5 with respect to the ultimate strength of the material;
 - iii Be designed/located to prevent shifting or movement during transport on low-bed trailers, rail cars and aboard ships;
 - iv Be located to permit easy attachment of cables or turnbuckles;
 - v Be identified and marked with maximum load permitted. Markings **shall** be painted using a contrasting colour; and
 - vi Include complete tie down instructions showing locations. This information **shall** be shown in the Operator Manual and it is preferred that it is marked in the vehicle cab (in the form of decals).
- (f) **Lifting Attachments** – Vehicle mounted lifting attachments, to lift the vehicle in travelling/operating position, **shall**:
 - i Be capable of carrying not less than 2-1/2 times normal load imposed on each individual attachment (attachments marked with maximum allowable load);
 - ii Have attachments positioned so lifting loads are in line with longitudinal axis of attachment eyes;
 - iii Have attachment eyes with a nominal inside diameter of 7.6 cm (3 in); and

- iv Have complete diagrams and instructions (preferably in the Operator Manual) for lifting/securing vehicle on transportation medium including the basic vehicle's shipping weight.
- (g) **Recovery Hooks** - Towing hooks, loops, or a component with equivalent capability at the front and rear of the vehicle. Recovery hooks whose location is other than the vehicle chassis *shall* be approved by the Technical Authority;
- (h) **Non-Skid Walking Surfaces** - All walking surfaces covered with a coarse non-skid coating for operator safety; and
- (i) **Fire Extinguisher** - A 2.2 kg (5 lb) dry chemical extinguisher in a readily accessible location in vehicle cab.

3.5.2 **Optional Equipment** - The following equipment and features *shall* be provided, as indicated in the Option Availability Table:

- (a) **Hook Block** – A swivel type hook block. The hook *shall* be equipped with a safety latch. The rated capacity of the hook block *shall* meet or exceed the maximum lifting capacity of the vehicle;
- (b) **Single-Line Ball Hook** – A single-line “overhaul” type ball hook. The single-line ball hook and line *shall* have a capacity of at least that given as “**SINGLE LINE PULL**” in the Configuration Capability Table;
- (c) **Carry Deck** – The crane *shall* be equipped with a carry deck extending forward of the cab, the deck *shall* be flat. The carry deck *shall* be the full width of the vehicle and *shall* be located a safe distance forward of the cab;
- (d) **Swing-Away Jib** – A swing-away jib. The length of the jib *shall* be at least that given as “**SWING AWAY JIB**” in the Configuration Capability Table. An extendable swing-away jib whose length extended satisfies the length requirements will be accepted as equivalent;
- (e) **Jib** – The vehicle *shall* be equipped with a jib. The length of the jib *shall* be at least that given as “**JIB**” in the Configuration Capability Table. An extensible jib whose length extended satisfies the length requirements will be accepted as equivalent;
- (f) **Man Bucket** – A man bucket that can be mounted on the boom tip and capable of holding one person. The capacity of the man bucket *shall* be at least 200 kg (440 lbs);
- (g) **Two-Man Bucket** – A man bucket that can be mounted on the boom tip and capable of holding two people. The capacity of the man bucket *shall* be at least 400 kg (880 lbs);
- (h) **Grounding Attachment Points** - Grounding attachment points. There *shall* be one grounding attachment point at the front and one at the rear. The grounding attachment

points **shall** permit an alligator clamp to be attached to the vehicle for grounding. The attachment of an alligator clamp to either of the attachment points **shall** not interfere with the operation of the crane. The grounding attachment points **shall** be clearly marked and accessible to an operator at ground level;

- (i) **Grounding Reels** - Two heavy-duty, automatic controlled rewind static electricity grounding reel assembly and clamp installed one at the front and one at the rear. Installation of grounding reel assemblies **shall** not interfere with crane operation. The preferred type reel is Ametek Model 2930. Reels **shall** have at least 15 m (49 ft) of cable;
- (j) **Rear-Mounted Pintle Hook** - A rigid pintle hook mounted at the rear of the vehicle. It is preferred that the pintle has the capacity to tow a trailer of at least 75% of the weight of the vehicle. The pintle hook **shall** be capable of accommodating a lunette with a nominal internal diameter of 76 mm (3 in) and a nominal material thickness of 41 mm (1 5/8 in); and
- (k) **Front-Mounted Pintle Hook** - A rigid pintle hook mounted at the front of the vehicle. It is preferred that the pintle has the capacity to tow a trailer of at least 75% of the weight of the vehicle. The pintle hook **shall** be capable of accommodating a lunette with a nominal internal diameter of 76 mm (3 in) and a nominal material thickness of 41 mm (1 5/8 in).
- (l) **Below-deck Mounted Winch** – A winch mounted below-deck with a minimum rating of 3,600Kg.

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

- (a) **Frame** – A metal framed, cab shell;
- (b) **Seat** - A padded water-resistant operator's seat and backrest equipped with seat belts; and
- (c) **Mirror(s)** – Adjustable rear view mirror(s) positioned to provide a full view of both sides of the vehicle and towards the rear to ensure visibility while operating the vehicle in reverse.

3.6.1 **Operator Station Options** - The following options **shall** be provided when specified in the Option Availability Table:

- (a) **Cab** - Fully enclosed weatherproof, metal framed, insulated and soundproof cab. The cab **shall**:
 - i Have a heating, ventilation, air conditioning and defrosting system capable of keeping windows free from frost and moisture;
 - ii Have safety glass in windows providing above and all around visibility. It is preferred that the glass be clear, however, lightly tinted glass is acceptable;

- iii Have electrically power actuated windshield wipers for the front windows with a windshield washer. The front windshield wiper **shall** have 2 speeds preferably with an intermittent setting;
- iv Have two doors, or one door and at least one window that may be quickly opened and removed as an operator escape route in an emergency. Emergency exits **shall** be visibly labelled; and
- v Include a skylight for the craning station, so the operator can see the load in any position.

3.7 **Chassis** - The vehicle chassis **shall** be the manufacturers standard for a vehicle of this type and size.

3.8 **Engine** - The engine **shall** be driven by the fuel given as “ENGINE TYPE” in the Configuration Capability Table.

3.8.1 **Engine Components** - Engine components **shall** be manufacturers standard.

3.8.2 **Fuel Tank(s)** - The fuel tank(s) **shall** be the manufacturer’s standard. The fuel tank(s) **shall** be at least half full when delivered.

3.8.3 **Engine Cold Weather Aids** - The engine **shall** be equipped with cold weather aids to enable the engine (operating with winter grade fuels/oils) to be started at temperatures down to - 30° C when indicated in the Option Availability Table:

- (a) **Engine Heater** - 110-volt engine heater(s) with a capacity as recommended by the engine manufacturer or conforming to SAE Information Sheet J1310; and
- (b) **Low Temp Starting Aid** - A low temperature starting aid. The engine **shall** have one of the following: ether injection system, glow plug(s) or intake air preheat system.

3.8.4 **Engine Options** - The following options **shall** be provided when specified in the Option Availability Table:

- (a) **Fuel-Fired Pre-Heater** – A fuel-fired pre-heat system. The fuel-fired pre-heater **shall** be the size recommended by the heater manufacturer. The unit **shall** come complete with an in-cab controller, which includes an automatic timing circuit with a delayed start of no less than 24 hours. The model **shall** be subject to Technical Authority approval. The preferred model is NSN 2990-12-357-4265 (Espar Hydronic D10) where applicable.

3.9 **Transmission** - The vehicle **shall** be equipped with the manufacturer’s standard transmission.

3.10 **Brake System** - The vehicle **shall** be equipped with manufacturer’s standard braking system.

3.11 **Steering** - The vehicle *shall* be equipped with the manufacturers standard steering system.

3.11.1 **Steering Options** - The following steering options *shall* be provided when specified in the Option Availability Table:

(a) **3-Mode Steering Option** – A 3-Mode Steering System. Steering *shall* have:

- i The following steering modes:
 - 1. Front wheel steer;
 - 2. Coordinated (all wheel) steer; and
 - 3. Crab type steer.
- ii Steering position and mode indicators located in a position readily visible to operator.

3.12 **Wheels, Rims and Tires** - The wheels, tires and rims *shall* be the manufacturer's standard and *shall* be capable of withstanding induced loads during “**Lift on Rubber**” and “**Pick and Carry**” scenarios described in paragraph 3.4.

3.13 **Controls** - Controls *shall* be manufacturer's standard including a safety device ensuring that engine can only be started with the transmission in a neutral position and a throttle control positioned for convenient operation.

3.13.1 **Craning Control** – All controls for craning *shall* be located in the crane operator's cab within easy reach of the operator. As a minimum, the crane *shall* be equipped with:

- (a) All the controls and indicators for safe crane operation. This *shall* include controls and instruments for the boom, hoist, telescoping, outriggers and turntable; and
- (b) An anti two-block device for safe operation of the crane and to prevent damage or injury due to two blocking.

3.13.1 **Optional Controls** - The following optional controls *shall* be provided when specified in the Option Availability Table:

- (a) **Load Moment Indicator** - The Load Moment Indicator (LMI) including all the functions to maintain a safe operating condition for the operator. Operator intervention to maintain safe operating conditions *shall* not be required. It is preferred that the instrumentation has a back-lit LCD display; and

- (b) **Rated Capacity Limiter** - A Rated Capacity Limiter (RCL). The RCL *shall* indicate the load on the hook and stop the operator from overloading the crane. It is preferred that the instrumentation has a back-lit LCD display.

3.14 **Instruments** - Instruments *shall* be manufacturer's standard including a digital read-out hour-meter, which displays accumulated running time of at least 9,999 hours.

3.15 **Electrical System** - The vehicle *shall* be equipped with the manufacturer's standard electrical system, which *shall* include:

- (a) **Warning Horn** - A readily accessible driver-operated warning horn; and
- (b) **Back-Up Alarm System** - A back-up alarm system to alert personnel that the vehicle is in back-up mode.

3.16 **Lighting** - The vehicle lighting *shall* be the manufacturer's standard. The vehicle lighting *shall* include:

- (a) **Amber Coloured Strobe Light** - An amber coloured omni-directional beacon either on continuously or with a dash mounted control switch. The preferred strobe light mounting location is on the cab roof;
- (b) **Signal Lights** - Include head lights, stop lights and turn signals; and
- (c) **Working Lights** - Include forward and rearward facing working lights.
- (d) **Boom mounted Work lights** - Include boom mounted work lights.

3.17 **Hydraulic System** - The hydraulic system *shall* be the manufacturer's standard complete with all components required for the operation of the hydraulic equipment specified.

3.18 **Lubricants and Hydraulic Fluids** - The vehicle *shall* be serviced with the manufacturer's standard non-proprietary lubricants and hydraulic fluids.

3.18.1 **Arctic Lubricant Option** - The option to have the vehicle be serviced with non-proprietary Arctic lubricants *shall* be provided when specified in the Option Availability Table. The preference is synthetic oils.

3.19 **Paint** - The vehicle *shall* be painted using manufacturer's standard commercial colours. The prime coating *shall* be a high-durability, corrosion-resistant type. The prime coating *shall*^(E) be epoxy type or baked powder coat.

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

- (a) Manufacturer's name, model and serial number; and

(b) Manufacturer's Vehicle Identification Number (VIN), where applicable.

4. **Integrated Logistic Support** - The Contractor is required to ensure that spare parts required to conduct maintenance and repair of vehicles are available for purchase for a period of no less than 10 years.

4.1 **Documentation** – The Contractor *shall* provide the following documentation.

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

- (a) **Vehicle Manuals** – Manuals required for safe operation, maintenance and repair of the vehicle. A complete sets of manuals *shall* be provided on CD/DVD-ROM (without requirements for password(s), special installation requirements or internet connection) and in paper format. The Vehicle Manuals *shall* include:
 - i **Operator's Manuals** – Operator's manuals in a combined bilingual format (one English, and one French);
 - ii **Parts Manuals** – The Parts Manuals in English (French translation is desirable); and
 - iii **Maintenance (Shop Repair) Manuals** - The Maintenance (Shop Repair) Manual in English (French translation is desirable).
- (b) **Warranty Letter** – A paper copy of the completed bilingual Warranty Letter with each vehicle shipped in the approved format. The Contractor *shall* send a copy of the Warranty Letter, in electronic format, to the Technical Authority for each vehicle, at shipment. Designated warranty providers *shall* honour the warranty letter; and
- (c) **Initial Parts Kit** – One Initial Parts Kit, which *shall* include all items in “**Initial Parts Kit List**” approved by the Technical Authority.
- (d) **Crane Certification Document** – A paper copy of the Crane certification *shall* be provided with each Crane. Initial testing and inspection for certification to CSA Z150 *shall* be recorded in the crane log book.

4.1.2 **Documents Provided to Technical Authority** – The Contractor *shall* provide the following documents to the Technical Authority:

- (a) **Data Summary** - A bilingual Data Summary for each make/model/ configuration by completing Technical Authority's template with data and a vehicle picture. The Contractor *shall* provide a Data Summary, if possible, before shipment of vehicles;

- (b) **Sample Manuals** – A set of Sample Manuals in digital format, including the Operator, Parts and Maintenance Manuals. The sample manuals **shall** be delivered to the Technical Authority 30 working days before delivery of vehicles. Sample manuals will not be returned. The Technical Authority will provide manual approval or comments within 30 days;
- (c) **Warranty Letter Technical Authority Copy** - The Contractor **shall** send a copy of the Warranty Letter, in electronic format, to the Technical Authority for each vehicle, at shipment;
- (d) **Photographs** – Two (2) digital pictures, one left-front three-quarter view, and one right-rear three-quarter view of each make/model/ configuration. It is preferred that pictures have an uncluttered background. Pictures **shall** have a resolution of at least 4 Mega pixels; and
- (e) **Initial Parts Kit List** - A list of parts needed to perform preventive maintenance on one vehicle for a 6-month period. A complete change of all filters and filter elements **shall** be included. The list will be reviewed, amended (if required) and approved by the Technical Authority. The list **shall** include the following elements:
 - i Part description;
 - ii Original Equipment Manufacturer Part number;
 - iii Suggested quantity; and
 - iv Unit cost.
- (f) **Material Safety Data Sheets** - The contractor **shall** provide a listing of all hazardous materials used in the fabrication of the product supplied to the Technical Authority, if there are no hazardous materials used, this **shall** be noted on the listing. The contractor **shall** provide Material Safety Data Sheets for all the hazardous materials used in the fabrication of the product supplied.
- (g) **Special Tools List** - The Contractor **shall** provide a list detailing the special tools required for the vehicle/equipment that would not be included in a mechanic's toolbox. The list could include items such as special wrenches, or extraction devices and special diagnostic tools/software. The Special Tools List **shall** include the following information:
 - i Item name;
 - ii Contractor's part number;
 - iii Original component/equipment manufacturer's part number;

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- iv Original manufacturer's NATO Supply code (NCAGE) or name and address (if known);
 - v NSN (NATO Stock Number) (if known);
 - vi Quantity recommended; and
 - vii Unit of issue.
- (h) **Crane Certification** – The Contractor *shall* provide a copy of the Crane Certifications and any relevant test reports on structural components for each vehicle to the Technical Authority prior to shipment of the vehicle to the delivery location.
- 4.2 **Training** – The Contractor *shall* perform the following training:
- (a) **Training - Maintenance Personnel** - The Contractor *shall* provide a maintenance/repair training course. The course *shall* be given at each destination for a minimum duration of two (2) days to provide training for a maximum of eight (8) maintenance personnel. Training *shall* be available in both official languages for locations in the province of Quebec or when requested by the Crown. The final dates *shall* be arranged with the Technical Authority. After completion of the course the Contractor *shall* have a “**PROOF OF MAINTAINER TRAINING**” certificate signed by a Crown representative for the destination. The Technical Authority will supply this document in an electronic format, when requested. The course curriculum *shall* include:
- i Operation and maintenance safety precautions;
 - ii Preventive maintenance including servicing schedules (10 % of classroom time);
 - iii Trouble shooting, testing and adjustments (70 % of classroom time); and
 - iv Special tools and test equipment.
- (b) **Training - Operators** - The Contractor *shall* provide an operator training course. The course *shall* be given at each destination for a minimum duration of two (2) days to provide training for a maximum of eight (8) DND operators. Training *shall* be available in both official languages for destinations in the province of Quebec and when requested by the Crown. The final dates *shall* be arranged with the Technical Authority. After completion of the course the Contractor *shall* have a “**PROOF OF OPERATOR TRAINING**” certificate signed by a Crown Representative for the destination. The Technical Authority will supply this document in an electronic format, when requested. The course curriculum *shall* include:
- i Safety precautions to be observed while operating and servicing the vehicle;

- ii Vehicle/equipment operating characteristics;
- iii Vehicle/equipment operating procedures;
- iv Pre-operating and pre-shutdown procedures;
- v Daily/weekly operator servicing procedures; and
- vi A minimum of two (2) hours practical operating experience per operator.

Annex C - Mandatory Technical Evaluation Criteria

The bidder must provide documentation and demonstrate in the bid that their proposed Crane(s) meets each and every criteria. Failure to provide supporting documentation may result in the bid being deemed non-responsive.

#	Mandatory Criteria	Bidder's response
		Demonstrated and identified supporting documentation (Bidders to insert data and page number)
M1	FORWARD SPEED	
M2	GRADEABILITY SPEED	
M3	TURNING CIRCLE - WALL TO WALL	
M4	LIFT @ 3m, 6m, 10m, 12m	
M5	PICK AT 3m, 6m, 7.5m	
M6	CARRY AT 3m, 6m, 7.5m	
M7	ENGINE TYPE	
M8	CAB – WINDSHIELD WIPER/WASHER – 2-SPEED	
M9	3-MODE STEERING OPTION	