



**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 Forklift Trucks | |
| Solicitation No. - N° de l'invitation W8476-196080/A | Date 2019-04-30 |
| Client Reference No. - N° de référence du client W8476-196080 | |
| GETS Reference No. - N° de référence de SEAG PW-\$\$HS-610-76997 | |
| File No. - N° de dossier hs610.W8476-196080 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2019-06-11 | Time Zone Fuseau horaire Eastern Daylight Saving Time EDT |
| F.O.B. - F.A.B. Specified Herein - Précisé dans les présentes Plant-Usine: <input type="checkbox"/> Destination: <input type="checkbox"/> Other-Autre: <input checked="" type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Reynolds, Kevin | Buyer Id - Id de l'acheteur hs610 |
| Telephone No. - N° de téléphone (613) 297-1063 () | FAX No. - N° de FAX () - |
| 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

LEFTD - HS Division

140, O'Connor Street/

140, rue O'Connor,

East Tower, 4th Floor/

Tour Est, 4e étage

Ottawa

Ontario

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 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 - Electronic Payment Instruments, Annex C - Federal Contractors Program for Employment Equity - Certification, the purchase description, and the technical information questionnaire.

1.2 Summary

The Department of National Defence has a requirement to purchase six (6) Rough Terrain Forklift Trucks and ancillary items in accordance with the Purchase Description for Rough Terrain and Aircraft Loading, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks Rough Terrain Forklift Trucks, dated 25 February, 2019, and as described at Annex A - Pricing.

The requirement includes an option to purchase up to six (6) Rough Terrain Forklift Trucks and ancillary items to be exercised within twelve (12) months from the effective date of the contract.

1.3 Trade Agreements select the applicable 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.

1.5 Phased Bid Compliance Process

The Phased Bid Compliance Process applies to this requirement.

1.6 epost Connect Service

This bid solicitation allows bidders to use the epost Connect service provided by Canada Post Corporation to transmit their bid electronically. Bidders must refer to Part 3 entitled Bid Preparation Instructions, of the bid solicitation, for further information.

PART 2 - BIDDER INSTRUCTIONS

2.1 Standard Instructions, Clauses and Conditions

The 2003 standard instructions is amended as follows:

- Section 08, entitled Transmission by facsimile or by epost Connect, is amended as follows:
subsection 2. is deleted entirely and replaced with the following:

2. epost Connect

- a. Unless specified otherwise in the bid solicitation, bids may be submitted by using the epost Connect service provided by Canada Post Corporation.
 - i. PWGSC, National Capital Region: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC headquarters is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

or, if applicable, the email address identified in the bid solicitation.

- ii. PWGSC regional offices: The only acceptable email address to use with epost Connect for responses to bid solicitations issued by PWGSC regional offices is identified in the bid solicitation.
- b. To submit a bid using epost Connect service, the Bidder must either:
 - i. send directly its bid only to the specified PWGSC Bid Receiving Unit, using its own licensing agreement for epost Connect provided by Canada Post Corporation; or
 - ii. send as early as possible, and in any case, at least six business days prior to the solicitation closing date and time, (in order to ensure a response), an email that includes the bid solicitation number to the specified PWGSC Bid Receiving Unit requesting to open an epost Connect conversation. Requests to open an epost Connect conversation received after that time may not be answered.
 - c. If the Bidder sends an email requesting epost Connect service to the specified Bid Receiving Unit in the bid solicitation, an officer of the Bid Receiving Unit will then initiate an epost Connect conversation. The epost Connect conversation will create an email notification from Canada Post Corporation prompting the Bidder to access and action the message within the conversation. The Bidder will then be able to transmit its bid afterward at any time prior to the solicitation closing date and time.
 - d. If the Bidder is using its own licensing agreement to send its bid, the Bidder must keep the epost Connect conversation open until at least 30 business days after the solicitation closing date and time.
 - e. The bid solicitation number should be identified in the epost Connect message field of all electronic transfers.
 - f. It should be noted that the use of epost Connect service requires a Canadian mailing address. Should a bidder not have a Canadian mailing address, they may use the Bid Receiving Unit address specified in the solicitation in order to register for the epost Connect service.
 - g. For bids transmitted by epost Connect service, Canada will not be responsible for any failure attributable to the transmission or receipt of the bid including, but not limited to, the following:

- i. receipt of a garbled, corrupted or incomplete bid;
 - ii. availability or condition of the epost Connect service;
 - iii. incompatibility between the sending and receiving equipment;
 - iv. delay in transmission or receipt of the bid;
 - v. failure of the Bidder to properly identify the bid;
 - vi. illegibility of the bid;
 - vii. security of bid data; or,
 - viii. inability to create an electronic conversation through the epost Connect service.
- h. The Bid Receiving Unit will send an acknowledgement of the receipt of bid document(s) via the epost Connect conversation, regardless of whether the conversation was initiated by the supplier using its own license or the Bid Receiving Unit. This acknowledgement will confirm only the receipt of bid document(s) and will not confirm if the attachments may be opened nor if the content is readable.
- i. Bidders must ensure that they are using the correct email address for the Bid Receiving Unit when initiating a conversation in epost Connect or communicating with the Bid Receiving Unit and should not rely on the accuracy of copying and pasting the email address into the epost Connect system.
- j. A bid transmitted by epost Connect service constitutes the formal bid of the Bidder and must be submitted in accordance with section 05.

All instructions, clauses and conditions identified in the bid solicitation by number, date and title are set out in the (Standard Acquisition Clauses and Conditions Manual (<https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual>) issued by Public Works and Government Services Canada (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 (2018-05-22) Standard Instructions - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the bid solicitation.

Subsection 5.4 of 2003, Standard Instructions - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days
Insert: 90 days

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.

Note: For bidders choosing to submit using epost Connect for bids closing at the Bid Receiving Unit in the National Capital Region (NCR) the email address is:

tpsgc.dgareceptiondessoumissions-abbidreceiving.pwgsc@tpsgc-pwgsc.gc.ca

Note: Bids will not be accepted if emailed directly to this email address. This email address is to be used to open an epost Connect conversation, as detailed in Standard Instructions 2003, or to send bids through an epost Connect message if the bidder is using its own licensing agreement for epost Connect.

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

If the Bidder chooses to submit its bid electronically, Canada requests that the Bidder submits its bid in accordance with section 08 of the 2003 standard instructions. The epost Connect system has a limit of 1GB per single message posted and a limit of 20GB per conversation.

The bid must be gathered per section and separated as follows:

Section I: Technical Bid
Section II: Financial Bid
Section III: Certifications
Section IV: Additional Information

If the Bidder chooses to submit its bid in hard copies, Canada requests that the Bidder submits its bid in separately bound sections as follows:

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)

If there is a discrepancy between the wording of the soft copy on electronic media and the hard copy, the wording of the hard copy will have priority over the wording of the soft copy.

If the Bidder is simultaneously providing copies of its bid using multiple acceptable delivery methods, and if there is a discrepancy between the wording of any of these copies and the electronic copy provided through epost Connect service, the wording of the electronic copy provided through epost Connect service will have priority over the wording of the other copies.

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) (<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 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-and Annex A - Pricing.

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

3.1.2 Electronic Payment of Invoices – Bid

If you are willing to accept payment of invoices by Electronic Payment Instruments, complete Annex B - Electronic Payment Instruments, to identify which ones are accepted.

If Annex B - Electronic Payment Instruments is not completed, it will be considered as if Electronic Payment Instruments are not being accepted for payment of invoices.

Acceptance of Electronic Payment Instruments will not be considered as an evaluation criterion.

3.1.3 SACC Manual Clauses

3.1.3.1 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 <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, 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 <https://www.tpsgc-pwgsc.gc.ca/app-acq/forms/450-eng.html>, 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:

3.1.4 Best Delivery Date – Bid

3.1.4.1 Firm Quantity

While delivery of the equipment/vehicle is requested by 28 February, 2020, the best delivery that could be offered is as follows:

Item 001 – Six (6) Rough Terrain Forklift Trucks and ancillary items will be delivered within _____ weeks/calendar days from the effective date of the contract.

3.1.4.2 Optional Quantity

The best delivery that could be offered is as follows:

Item 002 - If an option is exercised, up to six (6) Rough Terrain Forklift Trucks and ancillary items will be delivered within _____ weeks/calendar days.

3.1.5 Supplier Contacts

Canada requests that Bidders provide the Contractor's Representative contact information in Part 6.

3.1.6 After Sales Service

Canada requests that the Bidder provide in Part 6 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.

3.1.7 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.

3.1.8 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.
- (c) Canada will use the Phased Bid Compliance Process described below.

4.1.1 Phased Bid Compliance Process

4.1.1.1 General

- (a) Canada is conducting the PBCP described below for this requirement.
- (b) Notwithstanding any review by Canada at Phase I or II of the PBCP, Bidders are and will remain solely responsible for the accuracy, consistency and completeness of their Bids and Canada does not undertake, by reason of this review, any obligations or responsibility for identifying any or all errors or omissions in Bids or in responses by a Bidder to any communication from Canada.

THE BIDDER ACKNOWLEDGES THAT THE REVIEWS IN PHASE I AND II OF THIS PBCP ARE PRELIMINARY AND DO NOT PRECLUDE A FINDING IN PHASE III THAT THE BID IS NON-RESPONSIVE, EVEN FOR MANDATORY

REQUIREMENTS WHICH WERE SUBJECT TO REVIEW IN PHASE I OR II AND NOTWITHSTANDING THAT THE BID HAD BEEN FOUND RESPONSIVE IN SUCH EARLIER PHASE. CANADA MAY DEEM A BID TO BE NON-RESPONSIVE TO A MANDATORY REQUIREMENT AT ANY PHASE.

THE BIDDER ALSO ACKNOWLEDGES THAT ITS RESPONSE TO A NOTICE OR A COMPLIANCE ASSESSMENT REPORT (CAR) (EACH DEFINED BELOW) IN PHASE I OR II MAY NOT BE SUCCESSFUL IN RENDERING ITS BID RESPONSIVE TO THE MANDATORY REQUIREMENTS THAT ARE THE SUBJECT OF THE NOTICE OR CAR, AND MAY RENDER ITS BID NON-RESPONSIVE TO OTHER MANDATORY REQUIREMENTS.

- (c) Canada may, in its discretion, request and accept at any time from a Bidder and consider as part of the Bid, any information to correct errors or deficiencies in the Bid that are clerical or administrative, such as, without limitation, failure to sign the Bid or any part or to checkmark a box in a form, or other failure of format or form or failure to acknowledge; failure to provide a procurement business number or contact information such as names, addresses and telephone numbers; inadvertent errors in numbers or calculations that do not change the amount the Bidder has specified as the price or of any component thereof that is subject to evaluation. This shall not limit Canada's right to request or accept any information after the bid solicitation closing in circumstances where the bid solicitation expressly provides for this right. The Bidder will have the time period specified in writing by Canada to provide the necessary documentation. Failure to meet this deadline will result in the Bid being declared non-responsive.
- (d) The PBCP does not limit Canada's rights under Standard Acquisition Clauses and Conditions (SACC) 2003 (2018-05-22) Standard Instructions – Goods or Services – Competitive Requirements nor Canada's right to request or accept any information during the solicitation period or after bid solicitation closing in circumstances where the bid solicitation expressly

provides for this right, or in the circumstances described in subsection (c).

- (e) Canada will send any Notice or CAR by any method Canada chooses, in its absolute discretion. The Bidder must submit its response by the method stipulated in the Notice or CAR. Responses are deemed to be received by Canada at the date and time they are delivered to Canada by the method and at the address specified in the Notice or CAR. An email response permitted by the Notice or CAR is deemed received by Canada on the date and time it is received in Canada's email inbox at Canada's email address specified in the Notice or CAR. A Notice or CAR sent by Canada to the Bidder at any address provided by the Bidder in or pursuant to the Bid is deemed received by the Bidder on the date it is sent by Canada. Canada is not responsible for late receipt by Canada of a response, however caused.

4.1.1.2 Phase I: Financial Bid

- (a) After the closing date and time of this bid solicitation, Canada will examine the Bid to determine whether it includes a Financial Bid and whether any Financial Bid includes all information required by the solicitation. Canada's review in Phase I will be limited to identifying whether any information that is required under the bid solicitation to be included in the Financial Bid is missing from the Financial Bid. This review will not assess whether the Financial Bid meets any standard or is responsive to all solicitation requirements.
- (b) Canada's review in Phase I will be performed by officials of the Department of Public Works and Government Services.
- (c) If Canada determines, in its absolute discretion that there is no Financial Bid or that the Financial Bid is missing all of the information required by the bid solicitation to be included in the Financial Bid, then the Bid will be considered non-responsive and will be given no further consideration.
- (d) For Bids other than those described in c), Canada will send a written notice to the Bidder ("Notice") identifying where the Financial Bid is missing information. A Bidder, whose Financial Bid has been found responsive to the requirements that are reviewed at Phase I, will not receive a Notice. Such Bidders shall not be entitled to submit any additional information in respect of their Financial Bid.
- (e) The Bidders who have been sent a Notice shall have the time period specified in the Notice (the "Remedy Period") to remedy the matters identified in the Notice by providing to Canada, in writing, additional information or clarification in response to the Notice. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the Notice.
- (f) In its response to the Notice, the Bidder will be entitled to remedy only that part of its Financial Bid which is identified in the Notice. For instance, where the Notice states that a required line item has been left blank, only the missing information may be added to the Financial Bid, except that, in those instances where the addition of such information will necessarily result in a change to other calculations previously submitted in its Financial Bid, (for example, the calculation to determine a total price), such necessary adjustments shall be identified by the Bidder and only these adjustments shall be made. All submitted information must comply with the requirements of this solicitation.

- (g) Any other changes to the Financial Bid submitted by the Bidder will be considered to be new information and will be disregarded. There will be no change permitted to any other Section of the Bidder's Bid. Information submitted in accordance with the requirements of this solicitation in response to the Notice will replace, in full, **only** that part of the original Financial Bid as is permitted above, and will be used for the remainder of the bid evaluation process.
- (h) Canada will determine whether the Financial Bid is responsive to the requirements reviewed at Phase I, considering such additional information or clarification as may have been provided by the Bidder in accordance with this Section. If the Financial Bid is not found responsive for the requirements reviewed at Phase I to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase I to the satisfaction of Canada, will receive a Phase II review.

4.1.1.3 Phase II: Technical Bid

- (a) Canada's review at Phase II will be limited to a review of the Technical Bid to identify any instances where the Bidder has failed to meet any Eligible Mandatory Criterion. This review will not assess whether the Technical Bid meets any standard or is responsive to all solicitation requirements. Eligible Mandatory Criteria are all mandatory technical criteria that are identified in this solicitation as being subject to the PBCP. Mandatory technical criteria that are not identified in the solicitation as being subject to the PBCP, will not be evaluated until Phase III.
- (b) Canada will send a written notice to the Bidder (Compliance Assessment Report or "CAR") identifying any Eligible Mandatory Criteria that the Bid has failed to meet. A Bidder whose Bid has been found responsive to the requirements that are reviewed at Phase II will receive a CAR that states that its Bid has been found responsive to the requirements reviewed at Phase II. Such Bidder shall not be entitled to submit any response to the CAR.
- (c) A Bidder shall have the period specified in the CAR (the "Remedy Period") to remedy the failure to meet any Eligible Mandatory Criterion identified in the CAR by providing to Canada in writing additional or different information or clarification in response to the CAR. Responses received after the end of the Remedy Period will not be considered by Canada, except in circumstances and on terms expressly provided for in the CAR.
- (d) The Bidder's response must address only the Eligible Mandatory Criteria listed in the CAR as not having been achieved, and must include only such information as is necessary to achieve such compliance. Any additional

information provided by the Bidder which is not necessary to achieve such compliance will not be considered by Canada, except that, in those instances where such a response to the Eligible Mandatory Criteria specified in the CAR will necessarily result in a consequential change to other parts of the Bid, the Bidder shall identify such additional changes, provided that its response must not include any change to the Financial Bid.

- (e) The Bidder's response to the CAR should identify in each case the Eligible Mandatory Criterion in the CAR to which it is responding, including identifying in the corresponding section of the original Bid, the wording of the proposed change to that section, and the wording and location in the Bid of any other consequential changes that necessarily result from such change. In respect of any such consequential change, the Bidder must include a rationale explaining why such consequential change is a necessary result of the change proposed to meet the Eligible Mandatory Criterion. It is not up to Canada to revise the Bidder's Bid, and failure of the Bidder to do so in accordance with this subparagraph is at the Bidder's own risk. All submitted information must comply with the requirements of this solicitation.
- (f) Any changes to the Bid submitted by the Bidder other than as permitted in this solicitation, will be considered to be new information and will be disregarded. Information submitted in accordance with the requirements of this solicitation in response to the CAR will replace, in full, **only** that part of the original Bid as is permitted in this Section.
- (g) Additional or different information submitted during Phase II permitted by this section will be considered as included in the Bid, but will be considered by Canada in the evaluation of the Bid at Phase II only for the purpose of determining whether the Bid meets the Eligible Mandatory Criteria. It will not be used at any Phase of the evaluation to increase or decrease any score that the original Bid would achieve without the benefit of such additional or different information. For instance, an Eligible Mandatory Criterion that requires a mandatory minimum number of points to achieve compliance will be assessed at Phase II to determine whether such mandatory minimum score would be achieved with such additional or different information submitted by the Bidder in response to the CAR. If so, the Bid will be considered responsive in respect of such Eligible Mandatory Criterion, and the additional or different information submitted by the Bidder shall bind the Bidder as part of its Bid, but the Bidder's original score, which was less than the mandatory minimum for such Eligible Mandatory Criterion, will not change, and it will be that original score that is used to calculate any score for the Bid
- (h) Canada will determine whether the Bid is responsive for the requirements reviewed at Phase II, considering such additional or different information or clarification as may have been provided by the Bidder in accordance with this Section. If the Bid is not found responsive for the requirements reviewed at Phase II to the satisfaction of Canada, then the Bid shall be considered non-responsive and will receive no further consideration.
- (i) Only Bids found responsive to the requirements reviewed in Phase II to the satisfaction of Canada, will receive a Phase III evaluation.

4.1.1.4 Phase III: Final Evaluation of the Bid

- (a) In Phase III, Canada will complete the evaluation of all Bids found responsive to the requirements reviewed at Phase II. Bids will be assessed in accordance with the entire requirement of the bid solicitation including the technical and financial evaluation criteria.
- (b) A Bid is non-responsive and will receive no further consideration if it does not meet all mandatory evaluation criteria of the solicitation.

4.1.2 Technical Evaluation

Mandatory Technical Criteria

- (a) Bidders must demonstrate their compliance with all technical evaluation criteria detailed in the Technical Information Questionnaire, by providing substantial information describing completely and in detail how each requirement is met or addressed. Simply repeating the statement contained in the bid solicitation is not sufficient.
- (b) Bidders proposing substitutes and/or alternatives must submit with their bid, all the information detailed in Part 3, Section 1 - Substitutes and Alternatives to be considered for evaluation.
- (c) The Phased Bid Compliance Process will apply to all mandatory technical criteria.

4.1.3 Financial Evaluation

Bidders must provide with their bid all financial information requested in the bid solicitation, at Annex A – Pricing, and in accordance with the Basis of Payment.

4.1.3.1 Mandatory Financial Criteria for Firm Quantity

The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination, Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

4.1.3.2 Mandatory Financial Criteria for Optional Quantity

The prices of the bid must be in Canadian dollars, DDP Delivered Duty Paid at destination (shipping cost extra), Incoterms 2000, Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra.

The shipping cost will not be included in the financial evaluation.

4.1.4 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 prices for the firm quantity will be multiplied by their identified quantities to obtain the evaluated price per configuration of the firm quantity;
- b) the firm prices for the optional quantity will be multiplied by the identified estimated quantity to obtain the evaluated price of the optional quantity;
- c) for each training option, the average firm unit prices will be multiplied by the identified estimated quantity. Their sum, will be the evaluated price of the training option;
- d) the sum of all evaluated prices will determine the evaluated aggregate price.

4.2 Basis of Selection

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

PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Bidders must provide the required certifications and additional information to be awarded a contract.

The certifications provided by Bidders to Canada are subject to verification by Canada at all times. Canada will declare a bid non-responsive, or will declare a contractor in default if any certification made by the Bidder is found to be untrue whether made knowingly or unknowingly, during the bid evaluation period or during the contract period.

The Contracting Authority will have the right to ask for additional information to verify the Bidder's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Contracting Authority will render the bid non-responsive or constitute a default under the Contract.

5.1 Certifications Required with the Bid

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

5.1.1 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 the Employment and Social Development Canada (ESDC) - Labour's website (<https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4>).

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 criteria detailed in Part 4.

Bidder's authorized representative signature

Date

5.2.3.2 Quality Management Systems

The Bidder certifies that it meets, and will continue to meet throughout the duration of the contract, all requirements of clause D5540C ISO 9001:2008 - Quality Management Systems (QAC Q) found in Part 6.

Bidder's authorized representative signature

Date

5.2.3.3 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.

Bidder's 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. | |

Bidder's 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 applicable to the Contract.

6.2 Requirement - Contract

The Contractor must provide six (6) Rough Terrain Forklift Trucks and ancillary items in accordance with the Purchase Description for Rough Terrain and Aircraft Loading, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks, dated 25 February, 2019, and at Annex A - Pricing.

An option is included to purchase up to six (6) vehicles 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) 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 (2018-06-21) 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 it 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.

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 – Six (6) Rough Terrain Forklift Trucks 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 six (6) Rough Terrain Forklift Trucks and ancillary items must be delivered within (*to be inserted by PWGSC*) weeks/calendar days after an option is exercised.

6.4.2 Delivery Points

Delivery of the requirement will be made to delivery points specified at Annex A - Pricing of the Contract.

6.5 Authorities

6.5.1 Contracting Authority

The Contracting Authority for the Contract is:

Kevin Reynolds

Supply Specialist

Public Works and Government Services Canada

Acquisitions Branch

LEFTD - HS Division

L'Esplanade Laurier (LEL) East Tower, 4th floor

140, O'Connor Street, Ottawa (Ontario) K1A 0S5

Telephone: 613 297-1063

E-mail address: kevin.reynolds@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

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.

6.5.3 Technical Authority

The Technical Authority for the Contract is:

To be inserted by PWGSC

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

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

Delivery follow-up

Name: _____
Telephone No.: _____

Facsimile No.: _____

E-mail address: _____

6.5.5 After Sales Service

6.5.5.1 After Sales Service (Bagotville, 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:

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

Name: _____

Address: _____

Telephone No.: _____

6.5.5.2 After Sales Service (Trenton, On)

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: _____ km

Name: _____

Address: _____

Telephone No.: _____

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 as follows:

6.6.1.1 Basis of Payment Type 1

Firm 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, as specified in Annex A - Pricing.

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

6.6.1.2 Basis of Payment Type 2

Firm prices in Canadian dollars, Delivered Duty Paid at destination (shipping cost extra in accordance with Basis of Payment Type 3), Incoterms 2000, including Canadian Custom Duties and Excise Taxes included where applicable, and Applicable Taxes are extra, as specified in Annex A - Pricing.

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

6.6.1.3 Basis of Payment Type 3

The Contractor will be reimbursed the actual shipping cost from the Contractor's Canadian facility or the Contractor's Canadian distribution point to the final destination without any allowance for profit and/or administrative overhead, in Canadian dollars and Applicable Taxes extra.

6.6.1.4 Basis of Payment Type 4

Training Option

Firm unit prices in Canadian dollars, including Canadian Custom Duties where applicable, and Applicable Taxes are extra, as specified in Annex A - Pricing.

Travel and Living Expenses

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.

6.6.2 Electronic Payment of Invoices

The Contractor accepts to be paid using the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. MasterCard Acquisition Card;
- c. Direct Deposit (Domestic and International);
- d. Electronic Data Interchange (EDI);
- e. Wire Transfer (International Only);

6.6.3 SACC Manual Clauses

| SACC Reference | Title | Date |
|-----------------------|---------------------|-------------|
| C6000C | Limitation of Price | 2017-08-17 |
| H1001C | Multiple Payments | 2008-05-12 |

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.

6.7.2 Holdback

Canada will apply a ten (10) percent holdback on any due payment for the vehicle/equipment/service (Items 1,2,4) until delivery, inspection and acceptance of all ancillary items related to such vehicle/equipment/service.

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

Unless specified otherwise, the continuous compliance with the certifications provided by the Contractor in its bid or precedent to contract award, and the ongoing cooperation in providing additional information are conditions of the Contract and failure to comply will constitute the Contractor in default. Certifications are subject to verification by Canada during the entire period of the Contract.

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

The Contractor understands and agrees that, when an Agreement to Implement Employment Equity (AIEE) exists between the Contractor and 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.

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 (2018-06-21) General Conditions - Medium Complexity - Goods;
- (c) Annex A - Pricing;
- (d) Purchase Description for Rough Terrain and Aircraft Loading, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks, dated 25 February, 2019;
- (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 |
|-----------------------|----------------------------------|-------------|
| 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 | 2017-08-17 |
| 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 - Requirements (QAC Q) | 2010-08-16 |
| 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 | 2017-11-28 |
| G1005C | Insurance | 2016-01-28 |

6.12 Inspection and Acceptance

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

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.

6.14 Shipping Instructions - Delivery at Destination

The Contractor must ship the goods prepaid DDP – Delivery Duty Paid (... named place of destination). 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.

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 (to be used for big vehicle (ex: crane, bulldozer, backhoe, etc.))

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 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";

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: **to be inserted by PWGSC**

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.

6.17 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 must 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 a federal government 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.

6.18 Progress Reports

The Contractor must prepare and submit a monthly progress report electronically to the Procurement Authority, Technical Authority and Contracting Authority.

The Contractor must answer the following questions:

- (i) Is the delivery of the vehicle/equipment and ancillary items on schedule?
- (ii) Is this requirement free of any areas of concern in which the assistance or guidance of Canada may be required?

Each negative response must be supported with an explanation.

6.19 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.

6.20 Assembly/Preparation at Delivery

If assembly/preparation is required at delivery, the Contractor must contact the Contracting Authority to make arrangements. If required, 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.

6.21 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 – Rough Terrain Forklift Trucks (Firm Quantity)

The Contractor must deliver two (2) Rough Terrain Forklift Trucks and ancillary items in accordance with the attached Purchase Description for Rough Terrain and Aircraft Loading, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks, dated 25 February, 2019.

Manufacturer: _____ Model: _____

Destination A

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

BFC Bagotville
Major Equipment Section
3 Ere BFC Bagotville
Bagotville, QC G0V 1A0
Canada

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

Firm 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.

Destination B

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

8 WG Trenton
Major Equipment Section
8 Wing Supply Trenton
46 Portage Drive, Building 162
Trenton, On K0K 3W0
Canada

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 – Rough Terrain Forklift Trucks (Optional Quantity)

If this option is exercised, the Contractor must deliver up to six (6) Rough Terrain Forklift Trucks and ancillary items in accordance with the attached Purchase Description for Rough Terrain and Aircraft Loading, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks, dated 25 February, 2019.

Firm 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: _____ Model: _____

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 PWGSC if an option is exercised)

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

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

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

Actual shipping cost of \$(to be inserted by PWGSC if an option is exercised) per vehicle/equipment, for transportation cost, Delivered Duty Paid (... named place of destination), in accordance with Part 6, Basis of Payment Type 3.

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

Item 004 - Training Option

If the option is exercised, the Contractor must provide the training option, in accordance with the attached Purchase Description for Rough Terrain and Aircraft Loading, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks dated 25 February, 2019 and in accordance with Part 6, Basis of Payment Type 4.

Familiarization training

If this option is exercised, the Contractor must provide up to six (6) familiarization training in accordance with the attached Purchase Description for Rough Terrain and Aircraft Loading, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks, dated 25 February, 2019.

Firm unit price of \$_____ per familiarization training (English).

Firm unit price of \$_____ per familiarization training (French).

Troubleshooting training

If this option is exercised, the Contractor must provide up to six (6) troubleshooting training in accordance with the attached Purchase Description for Rough Terrain and Aircraft Loading, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks, dated 25 February, 2019.

Firm unit price of \$_____ per troubleshooting training (English) in accordance with Part 6, Basis of Payment Type 4.

Firm unit price of \$_____ per troubleshooting training (French) in accordance with Part 6, Basis of Payment Type 4.

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

The Contractor must deliver the training to:

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

Estimated Cost: \$(to be inserted by PWGSC if an option is exercised) in accordance with Part 6, 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, applicable Taxes are extra.

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

ANNEX B - ELECTRONIC PAYMENT INSTRUMENTS

The Bidder accepts any of the following Electronic Payment Instrument(s):

- VISA Acquisition Card;
- MasterCard Acquisition Card;
- Direct Deposit (Domestic and International);
- Electronic Data Interchange (EDI);
- Wire Transfer (International Only);

ANNEX C - 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:

- 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.

The Canadian Forces Material Handling Equipment

Purchase Description (PD) for Rough Terrain and Aircraft Loading, All-Wheel Drive & All-Wheel Steering, Diesel Engine Driven, Sit Down Rider Type Forklift Trucks.

25 February 2019

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 describes 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:

- a) Requirements, which are identified by the word “**must**”, are mandatory. Deviations will not be permitted;
- b) Requirements identified with a “will” define actions to be performed by Canada and require no action/obligation on the Contractor’s part;
- c) Where “**must**”, or “will” are not used, the information provided is for guidance only;
- d) Where a standard is specified and the Contractor has offered an **equivalent**, that equivalent standard **must** be supplied by the Contractor, at no cost to Canada, when requested by the **Technical Authority**;
- e) Where technical certification is required, a copy of the certification or an **Equivalent must** be provided by the Contractor upon request;
- f) While the SI system is used as the primary system of measurement to define requirements in this Purchase Description, both the SI system and the Standard system of measurements may be indicated. Conversions from one system of measurement to the other may not be exact; and
- g) Dimensions stated as nominal **must** 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.

1.3.2 “**Provided**” **must** means “provided and installed”.

1.3.3 “**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 |
| LOAD CENTRE | 3.4.2(a) | mm | 1,220 |
| | | in | 48 |
| LIFT CAPACITY | 3.4.2(b) | kg | 4536 |
| | | lbs | 10,000 |
| LIFT HEIGHT | 3.4.2(c) | mm | 3,658 |
| | | in | 144 |
| OVERALL HEIGHT | 3.4.2(d) | mm | 3,556 |
| | | in | 140 |
| SIDE SHIFT ON EACH SIDE | 3.4.2(f) | mm | 76 |
| | | in | 3 |
| FORK LENGTH | 3.5.1(b) | mm | 2,438 |
| | | in | 96 |

2. **APPLICABLE DOCUMENTS**

2.1. **Government Furnished Documents** – Not applicable

2.2. **Other Publications** – The following documents form part of this Purchase Description. Websites for the organization are given when available. Unless otherwise specified, 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/>

2.2.6. **ISO Standards**

ISO 13284 Fork-lift trucks, Fork-arm extensions and telescopic fork arms
International Organization for Standardization
<https://www.iso.org/standard/34067.html>

2.2.7. **Mil-Standard 1366E**

Interface Standard for Transportability Criteria

3. **REQUIREMENTS**

3.1. **Standard Design**

- 3.1.1. The vehicle **must** 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 **must** 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 **must** 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 **must** have systems and components not operating at greater than their ratings published by the systems or components manufacturers; and
- 3.1.5. The vehicle **must** 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 **must** start and operate under weather conditions found in Canada in temperatures ranging from -40°C to 40°C (-40°F to 104°F).

3.2.2. **Terrain**

- a) The vehicle **must** operate on use-roughened concrete floors, deteriorated outdoor paved surfaces and packed gravel with potholes while being used for stacking and un-stacking pallets and moving general supplies in and around warehouses; and
- b) The vehicle **must** 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 **must** 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 **must** be in accordance with the latest edition of ANSI/ITDSF B56.6.
- 3.3.3. **“DS” Safety Rating**
 - a) The vehicle **must** be manufactured to meet the requirements of a “DS” rating in accordance with standard UL 558; and
 - b) A UL authorized certification mark confirming the vehicle meets the UL safety rating **must** 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) **must** achieve a forward speed of at least 25 km/h (15.5 mph) on asphalt road; and
- b) The vehicle, loaded to the “**LIFT CAPACITY**” listed in the Requirements Summary Table (paragraph 1.4) **must** 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, **must** 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 **must** not de-rate to less than the “**LIFT CAPACITY**” in the Requirements Summary Table (paragraph 1.4) below a lift height of 2591 mm (102 inches);
- c) The vehicle **must** achieve a 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 **must** have an over-all vehicle height at its highest point, with its 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 **must** not de-rate by more than 227kg (500 lbs) while side shifter is in use.

3.4.3. **Dimensions**

- a) The vehicle **must** 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 **must** have approach and departure angles of not less than 25 degrees.

3.4.4. **Air Transportability**

- a) The vehicle **must** be air transportable by a CAF C-17 without requiring any dismounting of any vehicle assemblies and accessories; and
- b) The vehicle **must** meet all criteria for air-transport in a CAF C-17 aircraft in accordance with mil-std-1366E.

3.5. **Equipment**

3.5.1. **Application Equipment**

- a) **Mast**

-
- i. The vehicle **must** be provided with a telescopic, hydraulic vertical mast having a minimum 15-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 **must** 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 **must** be provided with forks having a nominal length of that given as “**FORK LENGTH**” in the Requirements Summary Table (paragraph 1.4); and
 - ii. Upon request by DND, forks with a nominal length of 1,828 mm (72 inches) or 1,219 mm (48 inches) **must** be provided in lieu of the fork lengths specified in paragraph 3.5.1 (b-i).
 - c) **Roller Forks**
 - i. Each vehicle **must** be provided with removable roller fork sleeves;
 - ii. All roller fork design, manufacturing, and safety aspects **must** be in accordance with the latest version of ISO 13284;
 - iii. The roller forks **must** be able to lift at least that given as “**LIFT CAPACITY**” at the load centre given as “**LOAD CENTRE**” in the Requirements Summary Table (paragraph 1.4); and
 - iv. The roller fork sleeves **must** have a minimum length of 2,438 mm (96 in) and be no longer than 3048 mm (120 in).
 - d) **Backrest** - The vehicle **must** be provided with a standard load backrest having a minimum height of 1066 mm (42 inches);
 - e) **Mast Accumulator** – The vehicle **must** be provided with a mast accumulator system to absorb impact loads while the vehicle is traversing tracks, potholes and other obstacles;
 - f) **Fork-Levelling System** – The vehicle **must** 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;
 - g) **Integrated Fork Positioning/Side Shifter**
 - i. The vehicle **must** 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 **must** have a side shift to either side of the carriage of at least that given as “**SIDE SHIFT**” in the Requirements Summary Table (paragraph 1.4).

-
- h) **Rear-Mounted Pintle Hook**
- i. The vehicle **must** be provided with a rigid mounted pintle hook located at the rear of the forklift;
 - ii. The pintle hook **must** 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 **must** 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 **must** be a Holland Model or an **Equivalent**.
- i) **Vehicle Tie-Down Devices**
- i. The vehicle **must** be provided with at least four permanent and integrally mounted vehicle tie-down devices;
 - ii. The vehicle tie-down devices, working as a system, **must** be designed to withstand a forward load of 4 G's, a rearward load of 4 G's, an upward load of 2 G's and a side load of 1.5 G's (1 G = shipping weight of the equipment). These loads are not imposed simultaneously;
 - iii. The vehicle tie-down devices **must** 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 **must** be located to permit attachment of cables, turnbuckles, chains, and hooks;
 - v. The vehicle tie-down devices **must** be identified and marked with maximum load permitted;
 - vi. The vehicle tie-down load markings **must** be painted using a contrasting colour; and
 - vii. The vehicle tie-down information **must** be shown in the Operator's Manual and inside the vehicle cab (in the form of decals).
- j) **Vandalism Protection** – The vehicle **must** be provided with vandal protection including provisions for locking engine covers, filler caps and the cab with padlocks;
- k) **Recovery Hooks**
- i. The vehicle **must** 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 **must** be approved by the **Technical Authority**.
- l) **Tool Compartment**
- i. The vehicle **must** be provided with secure storage for all tools and loose equipment required for daily maintenance; and

-
- ii. The tool storage **must** be weatherproof and protect tools and loose equipment from the environment.
 - m) **Filler Caps**
 - i. The vehicle **must** be provided with filler caps that clearly and permanently identify the contents; and
 - ii. Filler caps **must** be identified by using international symbols, a standard (i.e. SAE 10W30) or be written out in both French and English.
 - n) **Camera System**
 - i. The vehicle **must** be provided with a camera system having adjustable mounting systems for individual cameras;
 - ii. The camera **must** provide visibility to the front and the rear of the vehicle to the operator;
 - iii. The front camera **must** provide operator visibility of the tips of the forks;
 - iv. The rear camera **must** be mounted at the rear of the vehicle to operate as a back-up camera; and
 - v. The camera system **must** be provided with a display screen inside the cab that is visible to an operator sitting in the operator's seat.
 - o) **Fire Extinguisher**
 - i. The vehicle **must** 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) **must** 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 **must** be provided with a Falling Object Protective Structure (FOPS) cab system;
- b) The FOPS cab **must** be weatherproof, pressurized and insulated;
- c) The FOPS cab **must** be provided with a heating, ventilating, and defrosting system capable of keeping windows free from frost and moisture;
- d) The FOPS cab **must** be provided with automotive standard tinted safety glass in all windows;
- e) The FOPS cab **must** be provided with a windshield wiper and washer system for the front and rear windows;

-
- f) The FOPS cab **must** 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 **must** 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 **must** be provided with a padded air suspension, cloth covered operator's seat with a backrest and seatbelt; and
 - b) The operator's seat **must** be fore/aft and vertically adjustable without having to have the operator move from the seated position.
- 3.6.3. **Rear-View Mirrors**
- a) The vehicle cab **must** 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 **must** be heated by activating an in-cab control;
 - c) The non-reflective surface of the mirrors **must** be flat black; and
 - d) The mirrors **must** be a split type with 25% of the reflective surface area comprising a convex mirror.
- 3.6.4. **Air Conditioner**
- a) The vehicle cab **must** be provided with an air conditioning system; and
 - b) The air conditioning system **must** not use an ozone-depleting refrigerant.
- 3.7. **Chassis** – The vehicle chassis **must** be the Contractor's standard for a vehicle of this type and size.
- 3.8. **Engine** – The vehicle **must** be provided with a diesel engine that meets or exceeds Tier-4i certification.
- 3.8.1. **Fuel Tank(s)** – The vehicle **must** 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 **must** 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 **must** be provided with a 110 V AC powered engine coolant heater;
 - c) The engine heater(s) **must** have a capacity as recommended by the engine manufacturer or conforming to SAE J1310;
 - d) The 110 V AC engine heater(s) connecting plug **must** be accessible by an operator standing beside the vehicle;
 - e) The engine **must** be provided with a 110-volt battery blanket;
 - f) The engine **must** be provided with a battery powered, thermostatically controlled, in-line fuel heater;

-
- g) The engine **must** be provided with a heated fuel filter/water separator; and
 - h) The vehicle **must** be provided with engine compartment side covers to limit the ingress of cold air into the engine compartment.

3.8.3. **Pre-Heater**

- a) The engine **must** be provided with a fuel-fired engine coolant preheat system;
- b) The pre-heater **must** have an output of no less than 8.8 kWh (30,000 BTU/hr);
- c) The fuel-fired pre-heater **must** be provided with a minimum seven (7) day programmable timer;
- d) The pre-heater model **must** be subject to **Technical Authority** approval. The desirable model is NSN 2990-12-357-4265 (Espar Hydronic M10); and
- e) The pre-heater **must** be located for ease of inspection and repair or replacement by Canadian Armed Forces (CAF) personnel in no more than 30 minutes.

3.9. **Transmission**

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

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

3.11. **Steering** - The vehicle steering system **must** be the standard power-assisted steering system for an articulated vehicle of this type and size which **must** conform to CAN/CSA B335-04 or **Equivalent**.

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

3.13. **Controls**

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

3.13.2. The joystick control **must** be provided with a dead man switch; and

3.13.3. The vehicle **must** 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 **must** be provided with an hour-meter which shows accumulated running time up to 9,999 hours; and
- b) **Weigh Scale**
 - i. The vehicle **must** be provided with a weigh scale with 2 percent accuracy at forklift capacity; and
 - ii. The weigh scale **must** be provided with a digital readout with zeroing capability.

3.15. **Electrical System**

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

3.15.2. **Back-Up Alarm System** - The vehicle **must** 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 **must** be provided with a red strobe light mounted on the rear of the vehicle; and
- b) The red strobe light **must** be activated when the vehicle's transmission is in reverse.

3.16.2. **Amber Coloured Strobe Light**

- a) The vehicle **must** be provided with an amber coloured, omnidirectional beacon light; and
- b) The beacon light **must** operate continuously when the vehicle ignition is in the "ON" position.

3.16.3. **Signal/Work Lights**

- a) The vehicle **must** be provided with two adjustable LED or **Equivalent** work lights aimed forward and rearward of the vehicle;
- b) The vehicle **must** be provided with rear mounted stop lights;
- c) The vehicle **must** be provided with front and rear mounted turn signal lights; and
- d) The signal light control **must** be mounted on the steering column.

3.17. **Hydraulic System**

3.17.1. The vehicle **must** be provided with a hydraulic system that supports the operation of all hydraulic components;

3.17.2. The hydraulic system **must** be provided with a hydraulic oil heater;

3.17.3. The heater **must** be provided with a thermostatic control system to prevent overheating of the hydraulic oil; and

3.17.4. The hydraulic oil heater may use heat from the cooling system.

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- 3.18. **Lubricants and Hydraulic Fluids** - The vehicle **must** operate with non-proprietary, lubricants and hydraulic fluids.
- 3.19. **Automatic Greasing System**
- 3.19.1. The vehicle **must** be provided with an automatic greasing system;
- 3.19.2. The system **must** automatically provide grease to all greasing points recommended by the manufacturer;
- 3.19.3. The grease provided to the greasing points **must** be metered in accordance with the manufacturer's specifications;
- 3.19.4. The automatic greasing system **must** include a telltale light in the operator's station that indicates that the system is functioning; and
- 3.19.5. The automatic greasing system **must** be provided with a low grease level alarm indicator to the operator.
- 3.20. **Paint** - The vehicle **must** be painted using commercial colours having a high-durability, corrosion-resistant type coating.
- 3.21. **Identification** - The vehicle **must** 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 **must** be marked in metric units;
- 3.22.2. Instruments, decals and data plates **must** be marked using international symbols. Where international symbols are not possible, bilingual markings (English and French) **must** be provided; and
- 3.22.3. Warning and precautionary data plates **must** be provided in a bilingual format.

4. **INTEGRATED LOGISTICS SUPPORT**

4.1 **Documentation and Support Items**

4.1.1 **Items Provided to Technical Authority**

(a) **Manuals for Approval**

- i The Contractor **must** supply a set of manuals for each Configuration/model, in digital format, including the operator, parts and maintenance (shop repair) manuals. Manuals may cover more than one (1) Configuration/model;.
- ii The set of manuals **must** include manuals for all the specified accessories and features for the Configuration/model. Accessory manuals may be included as supplements to the vehicle manuals;
- iii The operator manuals **must** be supplied in a bilingual format as a package;
- iv Digital copies **must** be functional without the requirement for a password, an auto-run installation procedure or an Internet connection;
- v Digital copies **must** be supplied on a CD or DVD;
- vi Digital copies **must** be supplied in a searchable PDF format;
- vii The CD or DVD **must** be permanently and legibly marked with a list of contents;
- viii Manual approval or comments will be supplied within 15 working days of receipt;
- ix The Contractor **must** supply responses to the **Technical Authority's** comments;
- x Manuals will not be returned; and
- xi Paper copies of manuals delivered under this contract **must** have the same content as the electronic format approved by the **Technical Authority**.

(b) **Photographs and Line Drawings**

- i The Contractor **must** supply two (2) digital colour photographs, one left-front three-quarter view, and one right-rear three-quarter view of each Configuration/Model;
- ii One (1) digital colour photograph of each attachment taken at the three-quarter view that best illustrates the attachment **must** be supplied;
- iii One (1) front-view and one side-view line drawing showing dimensions of the vehicle **must** be supplied. Brochure line drawings are acceptable;
- iv Photographs **must** have a plain background;

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- v Photographs **must** be in a JPEG (Joint Photographic Experts Group) format; and
 - vi Photographs **must** have a resolution of at least eight (8) Mega pixels.
- (c) **Data Summary**
- i The Contractor **must** supply a bilingual data summary for each Configuration/model, with vehicle data (including accessories and features) and a vehicle picture for each DND call-up;
 - ii The **Technical Authority** will supply a bilingual template of a data summary to the Contractor;
 - iii The Contractor **must** supply a digital copy (MS Word) of the completed data summary for approval;
 - iv Data summary approval or comments will be supplied within 15 working days of receipt; and
 - v The Contractor **must** supply responses to the **Technical Authority's** comments.
- (d) **Safety Data Sheets**
- i The Contractor **must** supply a list, in digital format, of all hazardous materials used on the vehicle;
 - ii If there are no hazardous materials used, this **must** be stated on the list; and
 - iii The Contractor **must** supply safety data sheets in both official languages, in digital PDF format for all hazardous materials in the list.
- (e) **Warranty Letter**
- i The **Technical Authority** will supply a bilingual warranty letter template to the Contractor;
 - ii The Contractor **must** supply a complete description of the warranty with the requested warranty terms and any system or sub system warranty that exceeds the minimum requested;
 - iii The warranty letter **must** include the name and contact information of the closest designated warranty provider and other designated warranty providers across Canada; and
 - iv The Contractor **must** supply the original warranty letter in digital format, for each vehicle delivered, to the **Technical Authority**.
- (f) **Initial Parts Kit List**
- i The Contractor **must** supply a list of parts needed to perform preventive maintenance on one (1) vehicle for a period of one (1) year in accordance with the maintenance manual for each Configuration/Model;

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- ii A complete change of all filters and filter elements **must** be included in the list; and
 - iii The list **must** include the following elements: part description; Original Equipment Manufacturer (OEM) Part number; suggested quantity; and unit cost.
- (g) **Training Plan(s)** - The Contractor **must** supply a training plan for approval for each of the training courses listed in this Purchase Description to the **Technical Authority**. Approval or comments will be supplied within 15 working days of receipt.

4.1.2 **Items with Each Vehicle**

- (a) **Operator's Manuals** - The Contractor **must** supply an approved bilingual operator's manual in both paper and digital format with each vehicle delivered;
- (b) **Warranty Letter** - The Contractor **must** supply a copy of the warranty letter with each vehicle delivered;
- (c) **Safety Data Sheets**
 - i The Contractor **must** supply a set of safety data sheets; and
 - ii The safety data sheets **must** be the same as those supplied to the **Technical Authority** as described in the Purchase Description.
- (d) **Initial Parts Kit**
 - i One (1) initial parts kit **must** be supplied; and
 - ii The initial parts kit **must** include a set of parts in the approved initial parts kit list as described in this Purchase Description.
- (e) **Maintenance Manual**
 - i The Contractor **must** supply the approved maintenance (shop repair) manuals in paper and digital format in English required for the maintenance and repair of the vehicle, features and accessories; and
 - ii The Contractor may supply this deliverable as a bilingual package.
- (f) **Parts Manual**
 - i The Contractor **must** supply the approved parts manuals for the vehicle, features and accessories;
 - ii The parts manual **must** be supplied in English in paper and digital format;
 - iii It is desirable to supply the parts manual in French in addition to the English version; and
 - iv Digital parts manuals **must** be supplied in a searchable PDF format CD/DVD-ROM.

4.2 **Training**

(a) **Training - Familiarization**

- i The Contractor **must** supply a familiarization course, at the delivery destination, optimized for operators and technicians who are qualified on the vehicle type but require training on newer or unique features and sub-systems of the delivered model;
- ii The instructor **must** be an OEM Factory Certified Training Provider;
- iii The course **must** be delivered in the official language (English or French) specified in the contract for that delivery destination;
- iv **Curriculum**
 - 1. The familiarization course **must** include operation and maintenance segments;
 - 2. The operation segment **must** include safety precautions to be observed while operating and servicing the vehicle, vehicle operating characteristics, pre-operating and shutdown procedures and daily/weekly operator servicing procedures;
 - 3. The operation segment **must** include sub-systems including automatic grease system and pre-heaters; and
 - 4. The maintenance segment **must** include diagnostics, trouble shooting and operation of any special tools and test equipment (if any).
- v The familiarization course **must** have a minimum duration of eight (8) hours, divided into four (4) hours for operators and four (4) hours for technicians;
- vi The familiarization course **must** accommodate up to eight (8) personnel; four (4) operators and four (4) technicians;
- vii The date for the familiarization course **must** be arranged with the **Technical Authority**;
- viii After completion of the familiarization course, the Contractor **must** have the “**PROOF OF FAMILIARIZATION**” certificate signed by the senior course attendee; and
- ix The **Technical Authority** will supply the “**PROOF OF FAMILIARIZATION**” document template in a digital format.

(b) **Training – Troubleshooting**

- i The Contractor **must** supply a troubleshooting course in the official language (English or French) specified in the contract for that delivery destination;

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- ii The instructor **must** be an OEM Factory Certified Training Provider;
 - iii The troubleshooting course **must** include detailed testing, troubleshooting, problem analysis and adjustments training;
 - iv The troubleshooting course **must** have a minimum duration of twenty-four (24) hours but not exceeding eight (8) hours a day;
 - v The troubleshooting course **must** accommodate up to eight (8) maintenance personnel;
 - vi The troubleshooting course **must** be supplied at the delivery destination;
 - vii The date for the troubleshooting course **must** be arranged with the **Technical Authority**;
 - viii After completion of the troubleshooting course, the Contractor **must** have the “**PROOF OF TROUBLESHOOTING TRAINING**” certificate signed by the senior course attendee; and
 - ix The **Technical Authority** will supply the “**PROOF OF TROUBLESHOOTING TRAINING**” document template in a digital format

5. ACCEPTANCE TESTING

- 5.1 The first vehicle **must** be examined and performance tested by the Contractor, either at the Contractor's facility or at the delivery location at the discretion of the **Technical Authority**, to ensure conformance to the requirements in this document;
- 5.2 The Contractor **must** 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 **must** 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 **must** be delivered to destination in a fully operational condition (serviced and adjusted). Both the interior and exterior **must** be cleaned;
- 6.2 If the vehicle requires assembly at destination, the Contractor **must** 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, **must** be listed on the shipping certificate or to an attached packing note; and
- 6.5 The fuel tank(s) of the vehicle **must** be no less than half full on delivery.



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, Articulated, 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 "**Substantial information**", the "**Substantial information**" *must* be provided for each performance requirement/specification.

Bidders should indicate the document name/title and page number where the **Substantial information** can be found.

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: Substantial Information must be provided for all items offered as a substitute or alternative.

SPECIFICATION PARAGRAPHS

3.3.3 **"DS" Safety Rating** - **Substantial Information**

Info UL Certification on page _____ of document

3.4.2 **Forklift Performance** - **Substantial Information**

Vehicle - Make _____ - 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 **Application Equipment** - **Substantial Information**

(c) Roller Fork attachment information on page _____ of document

(g-ii) Side shift information on page _____ of document

3.8 **Engine** - **Substantial Information**

Tier-4i engine information page _____ of document

3.9.3 **All-Wheel Drive System** - **Substantial Information**

All-wheel drive information on page _____ of document



DEFINITIONS

The following definition(s) apply to the interpretation of this Technical Information Questionnaire:

- (a) "**Equivalent**" **must** 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.